405-10s Relocation File
Cornell Dubilier Electronic Superfund Site
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Cornell Dubilier Electronic Superfund Site Hamilton Industrial Park 333 Hamilton Boulevard, South Plainfield, NJ KEYSTONE PLASTICS Building 8



ADDENDUM TO LEASE

TENANTS: Keystone Plastics Inc. LANDLORD: DSC of Newark Enterprises, Inc. PREMISES: 333 Hamilton Blvd Bldg 8, S. Plainfield, NJ LEASE DATED: 10/ /2005

- 1. This Addendum modifies the above lease entered into between the parties. Wherever the documents may be in conflict this addendum shall prevail.
- The tenant is not responsible for any maintenance or repairs on the premises except for damage or repairs caused or necessitated by the tenant. The tenant with a representative of the landlord will "walk" the premises and execute a memoranda generally describing the condition of the premises and the premises will be delivered up by the tenant in the same general condition save normal wear and tear at the end of the lease term.
- 3. The lease will run from October 15, 2005 to October 15, 2006.
- 4 At the time of the lease signing the tenant will pay \$10,500.00. Same will consist of the first months rent and two month security deposit.
- 5. Tenant is not responsible for any added rent or other landlord charges beyond the monthly rent of \$3,500.00 (not including utilities; sprinkler alarm charge, late charges). There will be no personal guaranty on the lease.
- 6. Tenant EIN#22-1476437 and SIC at this site 4225.
- 7. Any brokerage fee due Resource Realty shall be paid by the Landlord.
- 8. Landlord represents the sprinkler system serving the premises is in proper working order.

The	above	Addendum	is approv	ed by:		
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THIS AGREEMENT, between DSC OF NEWARK ENTERPRISES, INC., a Delaware Corporation, having a mailing address at 70 Blanchard Street, in the City of Newark, and the County of Essex and the Sinte of New Jersey, 07105, as Landierd, and Keystone Plastics Corporation, a New York corporation, having a mailing address 3451 South Clinton Ave., South Plainfield, NJ 07080 as Tenant;

WITNESSETH: The Landlord has let unto the Tenant and the Tenant has hired from the Landlord, the following premises: Building #8, as designated by Landlord, 333 Hamilton Blvd. South Plainfield, New Jersey commonly referred to as Hamilton Industrial Park for the term of one (1) year to commence from the first day of October, 2005 and to end on the 30th day of September, 2006 to be used and occupied only for warehouse and distribution of street classing brushes and other related non-hazardous uses, upon the condition and covenants following:

ARTICLE 1: PAYMENT OF RENT

The Tenant covenants and agrees to pay to the Landlord, the rent in the following manner: \$42,000.00 (forty two thousand dollars) annually, payable \$3,500.00 on the execution and delivery of this Agreement in payment of the first manth's rent, and \$3,500.00 on the first day of each and every month thereafter, payable without demand.

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ARTICLE 2: REPAIRS AND CARE

The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs other than roof repairs and structural repairs which are not made necessary by any use or misuse of the Tenant, its employees, agents, and invitees, and at the end or their expiration of the term, shall deliver the rented premises in good order and condition, damages by the elements excepted.

DICTY

ARTICLE 3: COMPLIANCE WITH LAWS, ETC.

The Tenant shall promptly comply with all laws, ordinances, rules, directives, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to the leased premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the leased premises during the term of the lease, and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

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ARTICLE 4: FAILURE TO COMPLY WITH LAWS, ETC.

In case the Tenam shall fail or neglect to comply with these statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary requires, then the Landlord or the Landlord's agents may enter and make the repairs and comply with any and all of the statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the cost and expense shall be added to the next month's rent and be due and physible as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lesse by respon of any default on the part of the Tenant.

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ARTICLE 5: ASSIGNMENT

The Tenant shall not useign this lease, or subjet or subjets the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any purpose deemed disreputable or extra baserdous on account of fire, under penalty of damages and forfeiture.

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ARTICLE 6: ALTERATIONS, IMPROVEMENTS

No alterations, additions, or improvements shall be made in or attached to the leased premises without the consent of the Landiord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landiord.

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ARTICLE 7: FIRE AND OTHER CASUALTY

in case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises unrenamable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance and other causes beyond Landlord's control.

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ARTICLE 8: INSPECTION AND REPAIR

Tement agrees that the Landlord and Landlord's Agents, and other representatives, shall have the right to enter the premises, or any part thereof, at all ressonable hours for the purpose of examining the same, or making such repairs or alterations as may be necessary for the safety and preservation thereof, but Landlord shall not be obligated to make such inspections.

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ARTICLE 9: RIGHT TO EXHIBIT

The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to here or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of the premises, or any part thereof, offering the premises, "To Let" or "for Sale", and the Tenant bereby agrees to permit the signs to remain on the premises without hindrance or molestation.

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ARTICLE 10: VACANCY OR EVICTION

If the premises, or any part thereof, shall become vacant during the term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or exherwise, without being liable to prosecution therefor, and re-let the premises as the Agent of the Tenant and receive the rent, applying the same, first to the payment of such expenses as the Landlord may have to in re-entering and then to the payment of the rent due by Tenant; Tenant shall remain liable in advance for the entire deficiency to be realized during the term of re-lening.

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ARTICLE 11: REPAIRS OF DAMAGES

Landlord may replace, at the expense of Tenant, any and all broken glass in and about the premises.

Landlord may insure, and keep insured, all plate glass in the premises for and in the nume of Landlord. Bills, for the premisms therefor shall be rendered by the Landlord to Tenant at such time as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be decimed to be, and be paid as, additional fental. Damage and injury to the premises, exactly the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's Agencs or employees shall be repaired as specifily as possible by the Tenant at the Tenant's own cost and expense.

ARTICLE 12: SIDEWALKS, DRIVEWAYS, YARDS, ETC.

The Tenant shall neither encumber, nor obstruct the sidewalks, driveways, yards and grounds, entrance to ur or or palls and starts of the building, nor allow same to be obstructed or encumbered in any manner.

ARTICLE 13: SIGNS

The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever, including a real estate brokerage sign, at, in or about the entrance to the premises nor any other part of some except in or at such place or places as may be indicated by the said Landlord or Landlord's representatives. If the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or about the premises or the building wherein the sign is situated, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.



ARTICLE 14: NON-LIABILITY OF LANDLORD

It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, ges, water, min, fire, ice or snow, or any leak or flow from or into any part of the building, or from any durings or injury resulting or arising from any other cause or happening whatsoever.

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ARTICLE 15: DEFAULT OF ANY COVENANTS

If default be made in any of the covenants of this agreement, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, repossess and enjoy.

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ARTICLE 16: PRIORITY OF MORTGAGE

That this lease shall not be a lim against these premises in respect to any morrgages that are now on or that hereafter may be placed against premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable further to effect the subordination of this lease to any such morrange or morranges, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expense or dumage, and the term hereby gradied is expressly imited accordingly.

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ARTICLE 17: SECURITY

The Tennal will deposit with the Landlord the sum of \$10,500,00° as security on execution of leases, for the full and faithful performance by the Tenant of all of the terms and conditions of Tenant's part to be performed, which sum shall be returned to the Tenant without interest after the time fixed as the expiration of the lease term, provided the Tensas lies fully and faithfully carried out all of the terms, covenants and conditions on the Tenunt's part to be performed. In the event of a bonafide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vender for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landiard.

Regressits three months rent. The deposit at no time will be less than three months rent during the term or for any renewals, options, extensions, or expansions.

ARTICLE 18: SECURITY DEPOSIT MORTGAGED, ASSIGNED, ETC.

The security deposit under this lesse shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Lundlord.

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ARTICLE 19: FIRE INSURANCE

It is excressly enderstood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the premises in an amount, and in the form, and is tire insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Termin three days' notice in writing of Landlord's intention so to do and giving of such notice, this lease and the term thereof shall terminate and come to an ಲಾಕೆ.

ARTICLE 20: REMEDIES TENANT'S DEFAULT

Subject to Paragraph 25, it is expressly understood and agreed that in case the premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tennal shall sell, assign, or mortunge this lease or if default be made in the performance of any of the coverants and agreements in this lease on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or any and all their Departments and Bureaus, applicable to the premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the senefit of creditors or

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take advantage of any insolvency set, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to Tenant five days' notice in writing of the Landlord's intention to do so, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the new date were the date originally fixed in this lease for its expiration. Such notice may be given by mail to the Tenant addressed to the leased premises. All notices required to be given to the Tenant at the demised premises.

ARTICLE 21: MISCELLANEOUS ADDITIONAL CHARGES

The Tenant shall pay to the Landlord the rest or charge, which may, during the lease term, be assessed or imposed for the water used or consumed in or on the premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed (applicable to sewage disposal and fire line charges, if any), and will also pay the expenses for the setting of a water meter in the premises should the latter be required. It such reat or charges of expenses are not so paid, the same shall be added to the next month's rem thereafter to become due.

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ARTICLE 22: CREATION OF FIRE HAZARDS

The Tenant will not nor will the Tenant permit under tenant or other persons to do anything in the premises, or permit anything to be brought into the premises or to be kept therein, which will in any way increase the rate of fire insurance on the premises, nor use the premises or any part thereof, nor suffer or permit their use for any business or purpose which would course an increase in the rate of fire insurance on the building, and the Tenant agrees to pay on demand any such increase.

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ARTICLE 23: REMOVAL OF TENANT'S PROPERTY

If ofter default in payment of rent or violation of any other provision of this lease, or the expiration of this lease, the Transm moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such default, removal, expiration of lease, or vacates the premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the Tenant and shall become the property of the Landlord.

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ARTICLE 24: NON-WAIVER BY LANDLORD

The failure of the Landlord to insist strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such covenant, condition or option, but the same shall be and remain in full force and effect.

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ARTICLE 25: TENANT'S CONTINUED LIABILITY

In the event that the relation of the Landlord and Tentan may couse or terminate by reason of the re-entry of the Landlord under the terms and coverants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as demages for the breach of the coverants herein contained the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term; such difference or deficiency between the tent herein reserved and the tent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained, or at the Landlord's option, in advance for the entire deficiency to be realized during the term of re-letting.

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ARTICLE 26: EMINENT DOMAIN

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of the lease. No part of any award shall belong to the terant.

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ARTICLE 27: TENANT OBLIGATION TO PAY RENT

This lease and the obligation of Temant to pay rem and perform all of the other covenants and agreements on part of Temant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or its delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental proemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or by strikes, accidents, or by any circumstances or causes beyond the Landlord's control.

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ARTICLE 28: DELAY IN OCCUPANCY

Landiord shall not be limble for failure to give possession of the premises upon commencement date by reason of that premises are und ready for decempenty, or because a prior Tenant is wrongfully holding over or any other person is wrongfully in possession or because of any other reason; in such event the rent shall not commence until possession is given or is available, but the term of the lease shall not be extended.

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ARTICLE 29: SUBORDINATION OF LEASE

This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which the premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord further to effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

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ARTICLE 30: WARRANTY AS TO BROKER

Tenant represents and warrants to Landlord this William Hettler of Resource Realty of Central New Jersey was solely responsible in bringing about this agreement of lease and Landlord relies upon this representation.

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ARTICLE 31: UTILITIES

No utilities or services are to be provided by Landlord other than those specifically set forth in this agreement. Electric current for any heater or sprinkler system apparatus, door motors, lighting and cut signs in common adjoining area (if any) is to supplied and paid for by the Tenant.

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ARTICLE 32: ACCESS TO PREMISES

Access to premises is to be in common with other occupants of the buildings on the property subject to Landlord's rules and regulations thereon from time to time.

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ARTICLE 33: ATTORNEY'S FEES

The Tenant agrees to pay as additional rem, all attorney's fees at the rate of \$150,00 per hour and other expenses, including but not limited to Landlord's employees time at the rate of \$40.00 per hour per individual with a minimum of \$100.00 per court appearance for each individual all as incurred by the Landlord in enforcing any of the Tenant's obligations under this lease.

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ARTICLE 34: INCREASE OF TAXES

Should the total taxes levied on Landlord's said property increase during the term of this lease or any renewed term thereof, over taxes for 2005 then Tenant agrees to pay increase in taxes as additional rent. Such increase shall be computed and determined on the basis of the proportion which the square foot area of the demised premises bears to the total building square foot area of Landlord's property available for icasing. Such amount shall be paid within five (5) days after demand therefor by Landlord and shall be collectible as part of rent. In the event a reduction of the Landlord's property available for rental occurs for any reason after the base year, the computation of the charges due under this lease will be based on an assessment that will not reflect the reduction of property, nor will the Tenant's percentage of space rise as a result of the dimination. The taxes for the year during and following any reduction of rentable area will be considered to

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be the sensement, without the reduction (if any) due to the diminution of the property, multiplied by the applicable for mic.

ARTICLE 35: BREACH OF COVENANT

Tenant arress to use the premises and to conduct he business in such a manner that it will see create a nuisance or disturbance to other Tenants or occupants. Tenant surces that it will not keep any dogs on the leased premises, that no objectionable or harmful fumes, smoke, objectionable noise, dust, dirt, gas, vapor, or odor of any kind shall entanute outside of the demised premises, that no corrosion of metal or other deterioration of any lorm of Landford's property shall occur to the interior or exterior of the Landford's property as a result of the Tenant's occupancy. Should Tenant violate any provisions of this paragraph, the Landlord may, if he so elects, give Tenant ten days notice of his intention to terminate this leave and/or any renewed term thereof for breach of covenant. In that event this lease and/or any renewed term thereof, shall terminate on the date of expiration of the notice, and Tenant agrees to vacate and surrender the premises to Landiard on that date, but Terrain Shall remain liable for payment of rem until the releating of the premises or if after reasonable effort to relet the premises, until the original termination date of this lease, or until the date of expiration of any renewed term thereof, notwithstanding such earlier termination. Such notice shall be deemed sufficient if addressed to Terant at the demised premises and mailed by Resintered or Certified Mail. A qualified Chemical Engineer of Landlord's choice shall be sole judge as to whether fumes, etc., emantile outside of the decision bremises, and if so, whether they are of an objectionable or harmful nature. or as to whether corrosion, or other forms of deterioration of Landlord's property, as a result of Terant's occupancy is taking piace,

ARTICLÉ 36: DAMAGE TO PREMISES

The Tenant shall occupy the demised premises and operate its business and work in a manner as not to damage the premises for any of its facilities or installation. Should any damage of any kind or size take piace, because of Tenant's operation or negligence, except normal wear and tear. Tenant shall forthwith diligently repair or repiace with the same or a similar quality as before such damage or loss occurred, and any failure to do so will be considered a default of this lease.

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ARTICLE 37: LIABILITY INSURANCE

The Tenant at Tenant's own cost and expense shall obtain or provide and keep in full force for the benefit of the Landlord during the term of this icase, general public liability insurance, insuring the Landlord against any and all fiability or claims of liability arising out of occasioned by or resulting from any accident or otherwise in or about the leased premises, for injuries to my person or persons, for limits of not less than \$1,000,000,00 for injuries in any one accident or occurrence, and for loss or damage to the property of any person or persons for not less than \$500,000.00. The policy or policies of insurance shall be of a company or companies emborized to do business in this State and shall be delivered to the Landlord, together with the evidence of payment of premiums therefor, not less than fifteen days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least lifteen days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal of replacement policy with proof of the payment of the premium therefor. The Tenant also agrees and shall have, hold and keep narmless and indemnify the Landlord from and for any said all payments, expenses, costs, attorney fees and from and for any and all claims and hability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensess, invitees, subtenants, assignees or successors, and for any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business,

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ARTICLE 38: TELEGRAPH SERVICE CHARGE

The Tenant, in addition to other obligations stipulated herein, shall pay to Landlord as rest, within ten (10) days after presentation of bill, a telegraph service charge. This service provides central station supervision ever halking water flow for fire protestion purposes. Tenant will pay to the Landlord the monthly sum of

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(a) Tenunt shall, at Tenant's own expense, comply with the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 of sea, and the regulations promulgated thereunder (hereinafter referred to as "ISRA"). Tenant shall, at Tensita's own expense, make all submissions to, provide all information to, and comply with all requirements of the Bureau of Industrial Site Evaluation (hereinafter referred to as "The Bureau") of the State of New lersey Department of Environmental Protection and Energy (hereinafter referred to us the "NIDEPE"). Should the Surest or any other division of NIDEPE determine that a clean-up plan be prepared and that a sicon-up be undertaken because of any spills or dischurges of hazardous substances or wastes at the premises which occur during the term of this Lease, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. Tenant's obligations under this paragraph shall urise if there is any closing, termination or transferring of operations of an industrial establishment at the premises pursuant to ISRA. In the event that the Terest is not decided a covered "industrial establishment," then in that event, at no expense to Landlord, the Tennot shall promptly obtain a letter of nonapplicability from the NIDEPE and submit it to the Landlord. Terant shall indemnify, defend and save harmless Landlord from all lines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges or hazardous substances or wastes at the premises which occur during the term of this Lesse; and from all fines, suits, procedures, claims, and actions of any kind anising out of Tenant's failure to provide all information, make all administrate, and take all actions required by the ISRA Bureau or any other division of NJDEPE. Tenant's obligations and liabilities under this paragraph shall combinue to long as Landlord is held responsible by any governmental authority for any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease. Tenant's failure to abide by the terms of this paragraph shall be restrainable by injunction. (b) The Tenant's obligation to pay rent shall continue until such time as the Tenant obtains and delivers to the Landlord, a negative declaration or letter on nonapplicability as defined in the New Jersey Industrial Site Recovery Act, or such other proof, reasonably satisfactory to the Landlord, that the cemised premises may he sold without violation of the New Jersey Industrial Size Recovery Act. (c) Tentat's SIC number is NEED ARTICLE 47: LANDLORD'S SIGNATURE This agreement is not binding unless approved in writing by an authorized representative of the Landlord. The Tenant on paying the yearly rent, and performing the covenants under the lease, shall and may procedully and quictly have, hold and enjoy the premises for the term of the lease, provided, however, that this towerant is subject to Landlord retaining title to the premises. The coverants and agreements contained in this lease are binding on the parties and their respective successors, heirs, executors, administrators and assigns. The words used in the singular shall include words in the phonal where the Leid of this instrument so requires. IN WITNESS WHEREOF, the parties have interchangeably set their hands and scale or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto

SIGNED, SEALED AND DELIVERED in the presence of

_day of _

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BY:

DSC OF NEWARK ENTERPRISES, INC.

Anthony A. Coraci, President

ATTEST:

BY:

. 2005.

Marvin Neffel, President

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THIS AGREEMENT, between DSC OF NEWARK ENTERPRISES, INC., a Delaware Corporation, having a mailing address at 70 Blanchard Street, in the City of Newark, and the County of Essex and the State of New Jersey, 07105, as Landlord, and Keystone Plastics Corporation, a New York corporation, having a mailing address 3451 South Clinton Ave., South Plainfield, NJ 07080 as Tenant;

WITNESSETH: The Landlord has let unto the Tenant and the Tenant has hired from the Landlord, the following premises: Building # 8, as designated by Landlord, 1355 West Front St., Plainfield, New Jersey commonly referred to as Plainfield Industrial Park for the term of two (2) years to commence from the fifteenth day of October, 2006 and to end on the 14th day of October, 2008 to be used and occupied only for warehouse and distribution of street cleaning brushes and other related non-hazardous uses, upon the condition and covenants following:

ARTICLE 1: PAYMENT OF RENT

The Tenant covenants and agrees to pay to the Landlord, the rent in the following manner: \$48,000.00 (forty eight thousand dollars) annually, payable \$4,000.00 on the execution and delivery of this Agreement in payment of the first month's rent, and \$4,000.00 on the fifteenth day of each and every month thereafter, payable without demand.

ARTICLE 2: REPAIRS AND CARE

The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs other than roof repairs and structural repairs which are not made necessary by any use or misuse of the Tenant, its employees, agents, and invitees, and at the end or their expiration of the term, shall deliver the rented premises in good order and condition, damages by the elements excepted.

ARTICLE 3: COMPLIANCE WITH LAWS, ETC.

The Tenant shall promptly comply with all laws, ordinances, rules, directives, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to the leased premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the leased premises during the term of the lease; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

ARTICLE 4: FAILURE TO COMPLY WITH LAWS, ETC.

In case the Tenant shall fail or neglect to comply with these statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's agents may enter and make the repairs and comply with any and all of the statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

ARTICLE 5: ASSIGNMENT

The Tenant shall not assign this lease, or sublet or sublease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any purpose deemed disreputable or extra hazardous on account of fire, under penalty of damages and forfeiture.

ARTICLE 6: ALTERATIONS, IMPROVEMENTS

No alterations, additions, or improvements shall be made in or attached to the leased premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

ARTICLE 7: FIRE AND OTHER CASUALTY

In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenantable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance and other causes beyond Landlord's control.

ARTICLE 8: INSPECTION AND REPAIR

Tenant agrees that the Landlord and Landlord's Agents, and other representatives, shall have the right to enter the premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations as may be necessary for the safety and preservation thereof, but Landlord shall not be obligated to make such inspections.

ARTICLE 9: RIGHT TO EXHIBIT

The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of the premises, or any part thereof, offering the premises, "To Let" or "For Sale", and the Tenant hereby agrees to permit the signs to remain on the premises without hindrance or molestation.

ARTICLE 10: VACANCY OR EVICTION

If the premises, or any part thereof, shall become vacant during the term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the premises as the Agent of the Tenant and receive the rent, applying the same, first to the payment of such expenses as the Landlord may have to in re-entering and then to the payment of the rent due by Tenant; Tenant shall remain liable in advance for the entire deficiency to be realized during the term of re-letting.

-ARTICLE 11: REPAIRS OF DAMAGES

Landlord may replace, at the expense of Tenant, any and all broken glass in and about the premises.

Landlord may insure, and keep insured, all plate glass in the premises for and in the name of Landlord.

Bills, for the premiums therefor shall be rendered by the Landlord to Tenant at such time as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's Agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

ARTICLE 12: SIDEWALKS, DRIVEWAYS, YARDS, ETC.

The Tenant shall neither encumber, nor obstruct the sidewalks, driveways, yards and grounds, entrance to or halls and stairs of the building, nor allow same to be obstructed or encumbered in any manner.

ARTICLE 13: SIGNS

The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever, including a real estate brokerage sign, at, in or about the entrance to the premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord or Landlord's representatives. If the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or about the premises or the building wherein the sign is situated, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

ARTICLE 14: NON-LIABILITY OF LANDLORD

It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, fire, ice or snow, or any leak or flow from or into any part of the building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

ARTICLE 15: DEFAULT OF ANY COVENANTS

If default be made in any of the covenants of this agreement, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, repossess and enjoy.

ARTICLE 16: PRIORITY OF MORTGAGE

That this lease shall not be a lien against these premises in respect to any mortgages that are now on or that hereafter may be placed against premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable further to effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

ARTICLE 17: SECURITY

The Tenant will deposit with the Landlord the sum of \$8,000.00* as security on execution of leases, for the full and faithful performance by the Tenant of all of the terms and conditions of Tenant's part to be performed, which sum shall be returned to the Tenant without interest after the time fixed as the expiration of the lease term, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bonafide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

*Represents two months rent. The deposit at no time will be less than two months rent during the term or for any renewals, options, extensions, or expansions.

ARTICLE 18: SECURITY DEPOSIT MORTGAGED, ASSIGNED, ETC.

The security deposit under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

ARTICLE 19: FIRE INSURANCE

It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and giving of such notice, this lease and the term thereof shall terminate and come to an end.

ARTICLE 20: REMEDIES TENANT'S DEFAULT

Subject to Paragraph 25, it is expressly understood and agreed that in case the premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or any and all their Departments and Bureaus, applicable to the premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the benefit

of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to Tenant five days' notice in writing of the Landlord's intention to do so, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the new date were the date originally fixed in this lease for its expiration. Such notice may be given by mail to the Tenant addressed to the leased premises. All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the demised premises.

ARTICLE 21: MISCELLANEOUS ADDITIONAL CHARGES

The Tenant shall pay to the Landlord the rent or charge, which may, during the lease term, be assessed or imposed for the water used or consumed in or on the premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed [applicable to sewage disposal and fire line charges, if any], and will also pay the expenses for the setting of a water meter in the premises should the latter be required. If such rent or charges or expenses are not so paid, the same shall be added to the next month's rent thereafter to become due.

ARTICLE 22: CREATION OF FIRE HAZARDS

The Tenant will not nor will the Tenant permit under tenant or other persons to do anything in the premises, or permit anything to be brought into the premises or to be kept therein, which will in any way increase the rate of fire insurance on the premises, nor use the premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on the building, and the Tenant agrees to pay on demand any such increase.

ARTICLE 23: REMOVAL OF TENANT'S PROPERTY

If after default in payment of rent or violation of any other provision of this lease, or the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such default, removal, expiration of lease, or vacates the premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the Tenant and shall become the property of the Landlord.

ARTICLE 24: NON-WAIVER BY LANDLORD

The failure of the Landlord to insist strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such covenant, condition or option, but the same shall be and remain in full force and effect.

ARTICLE 25: TENANT'S CONTINUED LIABILITY

In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term; such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained, or at the Landlord's option, in advance for the entire deficiency to be realized during the term of re-letting.

ARTICLE 26: EMINENT DOMAIN

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of the lease. No part of any award shall belong to the tenant.

ARTICLE 27: TENANT OBLIGATION TO PAY RENT

This lease and the obligation of Tenant to pay rent and perform all of the other covenants and agreements on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or by strikes, accidents, or by any circumstances or causes beyond the Landlord's control.

ARTICLE 28: DELAY IN OCCUPANCY

Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of that premises are not ready for occupancy, or because a prior Tenant is wrongfully holding over or any other person is wrongfully in possession or because of any other reason; in such event the rent shall not commence until possession is given or is available, but the term of the lease shall not be extended.

ARTICLE 29: SUBORDINATION OF LEASE

This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which the premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord further to effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

ARTICLE 30: WARRANTY AS TO BROKER

Tenant represents and warrants to Landlord that no broker was responsible in bringing about this agreement of lease and Landlord relies upon this representation.

ARTICLE 31: UTILITIES

No utilities or services are to be provided by Landlord other than those specifically set forth in this agreement. Electric current for any heater or sprinkler system apparatus, door motors, lighting and exit signs in common adjoining area (if any) is to supplied and paid for by the Tenant.

ARTICLE 32: ACCESS TO PREMISES

Access to premises is to be in common with other occupants of the buildings on the property subject to Landlord's rules and regulations thereon from time to time.

ARTICLE 33: ATTORNEY'S FEES

The Tenant agrees to pay as additional rent, all attorney's fees at the rate of \$150.00 per hour and other expenses, including but not limited to Landlord's employees time at the rate of \$40.00 per hour per individual with a minimum of \$100.00 per court appearance for each individual all as incurred by the Landlord in enforcing any of the Tenant's obligations under this lease.

ARTICLE 34: INCREASE OF TAXES

Should the total taxes levied on Landlord's said property increase during the term of this lease or any renewed term thereof, over taxes for 2005 then Tenant agrees to pay increase in taxes as additional rent. Such increase shall be computed and determined on the basis of the proportion which the square foot area of the demised premises bears to the total building square foot area of Landlord's property available for leasing. Such amount shall be paid within five (5) days after demand therefor by Landlord and shall be collectible as part of rent. In the event a reduction of the Landlord's property available for rental occurs for any reason after the base year, the computation of the charges due under this lease will be based on an assessment that will not reflect the reduction of property, nor will the Tenant's percentage of space rise as a result of the diminution. The taxes for the year during and following any reduction of rentable area will be

considered to be the assessment, without the reduction (if any) due to the diminution of the property, multiplied by the applicable tax rate.

ARTICLE 35: BREACH OF COVENANT

Tenant agrees to use the premises and to conduct its business in such a manner that it will not create a nuisance or disturbance to other Tenants or occupants. Tenant agrees that it will not keep any dogs on the leased premises, that no objectionable or harmful fumes, smoke, objectionable noise, dust, dirt, gas, vapor, or odor of any kind shall emanate outside of the demised premises, that no corrosion of metal or other deterioration of any form of Landlord's property shall occur to the interior or exterior of the Landlord's property as a result of the Tenant's occupancy. Should Tenant violate any provisions of this paragraph, the Landlord may, if he so elects, give Tenant ten days notice of his intention to terminate this lease and/or any renewed term thereof for breach of covenant. In that event this lease and/or any renewed term thereof, shall terminate on the date of expiration of the notice, and Tenant agrees to vacate and surrender the premises to Landlord on that date, but Tenant shall remain liable for payment of rent until the reletting of the premises or if after reasonable effort to relet the premises, until the original termination date of this lease, or until the date of expiration of any renewed term thereof, notwithstanding such earlier termination. Such notice shall be deemed sufficient if addressed to Tenant at the demised premises and mailed by Registered or Certified Mail. A qualified Chemical Engineer of Landlord's choice shall be sole judge as to whether fumes, etc., emanate outside of the demised premises, and if so, whether they are of an objectionable or harmful nature, or as to whether corrosion, or other forms of deterioration of Landlord's property, as a result of Tenant's occupancy is taking place.

ARTICLE 36: DAMAGE TO PREMISES

The Tenant shall occupy the demised premises and operate its business and work in a manner as not to damage the premises nor any of its facilities or installation. Should any damage of any kind or size take place, because of Tenant's operation or negligence, except normal wear and tear, Tenant shall forthwith diligently repair or replace with the same or a similar quality as before such damage or loss occurred, and any failure to do so will be considered a default of this lease.

ARTICLE 37: LIABILITY INSURANCE

The Tenant at Tenant's own cost and expense shall obtain or provide and keep in full force for the benefit of the Landlord during the term of this lease, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises, for injuries to any person or persons, for limits of not less than \$1,000,000.00 for injuries in any one accident or occurrence, and for loss or damage to the property of any person of persons for not less than \$500,000.00. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with the evidence of payment of premiums therefor, not less than fifteen days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium therefor. The Tenant also agrees and shall have, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, and for any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business.

ARTICLE 38: TELEGRAPH SERVICE CHARGE

The Tenant, in addition to other obligations stipulated herein, shall pay to Landlord as rent, within ten (10) days after presentation of bill, a sprinkler alarm service charge. This service provides central station supervision over building water flow for fire protection purposes. Tenant will pay to the Landlord the monthly sum of \$125.00. This charge will be subject to adjustment in the event the telegraph company

increases or decreases its charges to Landlord, and/or on a pro rata basis the square footage demised hereunder increases or decreases. Under no circumstances will the Landlord be held liable for the acts or negligence of the telegraph company. The Landlord shall have the right to terminate the service provided for in this paragraph at any time upon sixty (60) days notice to Tenant.

ARTICLE 39: LOSS OR DAMAGE CAUSED BY FIRE OR ANY OTHER RISK

Notwithstanding anything to the contrary contained herein, Landlord shall not be liable to Tenant or any insurance carrier for any loss or damage caused by fire, water or any other risk insured against by fire, standard extended coverage and malicious mischief and vandalism insurance, in force at the time of such loss or damage.

ARTICLE 40: LANDLORD'S OPTIONS

If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the within lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants, at the cost and expense of the Tenant, and the cost and expense shall be payable on demand or, at the option of the Landlord, shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this lease contained.

ARTICLE 41: EXAMINATION OF PREMISES

The Tenant agrees that he has examined the premises and is familiar with their condition and that the Tenant is leasing the premises in their present condition, except as herein otherwise provided. The Tenant agrees that the Landlord has made no representations or promises with respect to the premises except as herein set forth.

ARTICLE 42: LATE FEES

Without prejudice to any other right of the Landlord under this lease, Landlord shall have the right to charge a late fee for rent and other charges paid later than five (5) days after their due date, which fee shall be five percent (5%) per month of the unpaid rent and other charges.

ARTICLE 43: UNFORESEEN TAXES

In the event any tax is levied by any governmental body, at any time during the term of the Tenant's occupancy, and in connection therewith, which is not contemplated by the parties, the obligation and payment therefor shall be borne by the Tenant, regardless of the method of collection or upon whom the tax is levied.

ARTICLE 44: HEAT

The Tenant will keep the premises sufficiently heated at all times, at his own cost and expense, to prevent freezing, water and steam damage to all sprinkler, plumbing, heating, and all other building utilities, equipment and realty.

ARTICLE 45: MINIMUM RENT

Tenant shall pay Landlord as minimum rent for the premises the sum stated in Article 1. In addition to the minimum rent, Tenant shall also pay to Landlord as additional rent those items set forth in Articles 21, 31,33,34,37,38,42,43: utilities, common area maintenance, attorney's fees, taxes and assessments, insurance, alarm charges and late fees.

ARTICLE 46: ISRA

(a) Tenant shall, at Tenant's own expense, comply with the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. and the regulations promulgated thereunder (hereinafter referred to as "ISRA"). Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all

requirements of the Bureau of Industrial Site Evaluation (hereinafter referred to as "The Bureau") of the State of New Jersey Department of Environmental Protection and Energy (hereinafter referred to as the "NJDEPE"). Should the Bureau or any other division of NJDEPE determine that a clean-up plan be prepared and that a clean-up be undertaken because of any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. Tenant's obligations under this paragraph shall arise if there is any closing, termination or transferring of operations of an industrial establishment at the premises pursuant to ISRA. In the event that the Tenant is not deemed a covered "industrial establishment," then in that event, at no expense to Landlord, the Tenant shall promptly obtain a letter of nonapplicability from the NJDEPE and submit it to the Landlord. Tenant shall indemnify, defend and save harmless Landlord from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges or hazardous substances or wastes at the premises which occur during the term of this Lease; and from all fines, suits, procedures, claims, and actions of any kind arising out of Tenant's failure to provide all information, make all submissions, and take all actions required by the ISRA Bureau or any other division of NJDEPE. Tenant's obligations and liabilities under this paragraph shall continue so long as Landlord is held responsible by any governmental authority for any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease. Tenant's failure to abide by the terms of this paragraph shall be restrainable by injunction.

(b) The Tenant's obligation to pay rent shall continue until such time as the Tenant obtains and delivers to the Landlord, a negative declaration or letter on nonapplicability as defined in the New Jersey Industrial Site Recovery Act, or such other proof, reasonably satisfactory to the Landlord, that the demised premises may be sold without violation of the New Jersey Industrial Site Recovery Act.

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ARTICLE 47: LANDLORD'S SIGNATURE

This agreement is not binding unless approved in writing by an authorized representative of the Landlord. The Tenant on paying the yearly rent, and performing the covenants under the lease, shall and may peacefully and quietly have, hold and enjoy the premises for the term of the lease, provided, however, that this covenant is subject to Landlord retaining title to the premises. The covenants and agreements contained in this lease are binding on the parties and their respective successors, heirs, executors, administrators and assigns. The words used in the singular shall include words in the plural where the text of this instrument so requires.

Marvin Naftal, President

Milligan, Chris NAB02

From:

Milligan, Chris NAB02

Sent:

To:

Cc:

Thursday, July 20, 2006 2:24 PM
Hawkins, Gloria S NAB02
Pete Mannino; 'Seppi.Pat@epamail.epa.gov'

Subject:

Keystone Plastics

I just spoke to Brian Nastel with Keystone Plastics. He will be available either afternoon of 2 Aug or morning of 3 Aug for us to visit/inspect their space. Sounds like they are just using for warehouse.

I sent him a relocation brochure today. We will firm up day/time next week.

Christine Milligan

(410) 962-5162 FAX: 962-0866



DEPARTMENT OF THE ARMY BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS P. O. BOX 1715 BALTIMORE, MD 21203-1715

July 20, 2006

Real Estate Division
Special Projects Support Branch

Mr. Brian Nastel Keystone Plastics 3451 South Clinton Avenue South Plainfield, New Jersey 07080

Dear Mr. Nastel:

As discussed, enclosed is our brochure entitled, "RELOCATION – Your Rights and Benefits as a Displaced Person Under the Federal Relocation Assistance Program". This brochure briefly outlines relocation assistance benefits to which you may be entitled in connection with the relocation of your warehouse at the Hamilton Industrial Park. This relocation is in connection with the Cornell Dublier Electronics Superfund Site in South Plainfield, New Jersey.

I am looking forward to meeting with you on August 2nd or 3rd to inspect your space in Building 8 at the industrial park. If you have any questions before our meeting, please feel free to contact me at (410) 962-5162; a message may also be left at (888) 867-5215.

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Christine Milligan Realty Specialist Special Projects Support Branch

Enclosure

Copy Furnished:
Pete Mannino, EPA Region II
Pat Seppi, EPA Region II

DOCUMENT: Keystone-brochure-ltr/Cornell

Milligan, Chris NAB02

From:

Milligan, Chris NAB02

Sent:

Thursday, August 03, 2006 12:37 PM

To:

Pete Mannino

Cc:

'Seppi.Pat@epamail.epa.gov'; Hawkins, Gloria S NAB02

Subject:

Keystone Plastics Meeting (2 Aug 06)

Pete --

We met with Brian Naftal of Keystone Plastics yesterday (and his father whose name I can't remember). They indicated that they know nothing about the project and our contact was the first contact made with them.

I told Brian that I would provide you with his number and you would follow-up with him. His phone number is (908) 561-1300; cell phone is (908) 295-8039.

Thanks, Chris

Christine Milligan (410) 962-5162 FAX: 962-0866

Milligan, Chris NAB02

From:

Milligan, Chris NAB02

Sent:

Thursday, August 03, 2006 2:16 PM

To:

Hawkins, Gloria S NAB02

Subject:

Notes from Fayette Trading (Nesser & Keystone)

Gloria ---

Here's my notes...

4 lifts (trucks/forklifts)

1 electronic floor scale

8 measure graph machines (rolling machines)

2 bailers

MAILING ADDRESS:

Fayette Trading c/o Tom Antoniello 34 Galloping Hill Circle Holndel, New Jersey 07733

Just so I have it in one place.....Nesser Metals mailing address is:

David Nesser Nesser Metals & Alloys LLC 15 Gulf Road East Brunswick, NJ 08816 (732) 247-7719 (732) 236-4936 - cell

Keystone Plastics Information:

Brian Naftal Keystone Plastics, Inc. 3451 South Clinton Avenue South Plainfield, NJ 07080 (908) 561-1300 (908) 295-8039 - cell

Christine Milligan (410) 962-5162 FAX: 962-0866



DEPARTMENT OF THE ARMY BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS P. O. BOX 1715 BALTIMORE, MD 21203-1715

August 7, 2006

Real Estate Division
Special Projects Support Branch

Mr. Brian Naftal Keystone Plastics, Inc. 3451 South Clinton Avenue South Plainfield, NJ 07080

Déar Mr. Naftal:

Enclosed for your review, comment, and signature is a "Business Relocation Interview Summary" which was prepared during our visit to Keystone Plastics on 2 August 2006. This survey was conducted in connection with the Cornell-Dublier Superfund Site in South Plainfield, New Jersey.

Please review all information contained on the summary sheet and provide any corrections or comments. Please sign the bottom of the sheet and return it to this office in the envelope provided. If you have not yet provided a copy of the documentation we requested (i.e., copy of your lease and listing of machinery/equipment) during our meeting, please enclose a copy and return with the summary sheet.

If you have any questions regarding this matter, please feel free to contact Ms. Christine Milligan at (410) 962-5162; a message may also be left at (888) 867-5215.

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Susan K. Lewis Environmental Program Manager Real Estate Division

Enclosures

CF: Pete Mannino, EPA Region II

MILLIGAN/CENAB-RE-S/CMM/5162 CM &-4



LEWIS/CENAB-RE-S

BUSINESS RELOCATION INTERVIEW SUMMARY

Keystone Plastics, Inc. 2 August 2006 at 12:30 p.m. Brian Naftal

- 1. Do you plan to reestablish this business? Yes
- 2. What are your replacement site requirements (size, location, zoning, features, etc.)?
 - Current lease is for 12,000 square feet of space.
 - Zoning needs to be commercial or light industrial. Want to remain in area (other space is pretty much around the corner on South Clinton Avenue)
- 3. Are there any outstanding contractual obligations that would be affected by a move?
 - Yes, current lease is for a three year term (yearly renewals); first year will expire in October 2006.
 - Request a copy of lease be provided along with listing of machinery.
- 4. What is the financial capacity of the business to accomplish this move?
 - Unknown at this time.
- 5. Do you need outside specialists for move planning, actual move completion, machinery reinstallation? Any preferred companies?
 - May need specialty company (and/or rigger) to reinstall machinery.
- 6. Identification of real property v. personal property (list equipment and machinery and identify status of each). Do you expect to move all of the personal property to the new site?
 - All personal property anticipated to be moved. No real property identified.
- 7. What is the estimated time required for business to vacate this site?
 - Anticipate minimum of 6 months to find location and complete move.

- 8. What is the estimated difficulty in locating replacement site, considering special site requirements, zoning and permit issues, etc? Have you looked for any replacement sites?
 - Mr. Naftal anticipates difficulty in locating a new site. When this site was leased, it took approximately 6 months to find/identify the site and 2-3 to negotiate and finalize the lease.
- 9. Do you anticipate any advance relocation payments will be required? Unknown

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CHRIS MILLIGAN	nación Sangage	BRIAN NAFI	AL (signature	& date)

CENAB-RE-S 4 August 2006

MEMORANDUM FOR RECORD

SUBJECT: Keystone Plastics Business Relocation (Cornell-Dublier Superfund Site, S. Plainfield, NJ)

Chris Milligan and Gloria Hawkins met with Mr. Brian Naftal and viewed facility on 2 August 2006. Pete Mannino (EPA) did not attend so Chris provided an overview on EPA's site work and anticipated schedule and cautioned owner that this was our preliminary meeting to gather information and they should not begin the moving process. Mr. Naftal indicated that they have not been contacted by EPA regarding the project. I advised that I would provide Pete with his phone number and ask Pete to contact.

Chris reviewed moving & related expenses and reestablishment expenses with Mr. Naftal; he was previously provided with a copy of the relocation brochure. Chris provided a review sheet of benefits and explained reestablishment (capped at \$10,000), and moving and related expenses, and ineligible expenses.

We requested a copy of his current lease and equipment listing.

CHRISTINE MILLIGAN Realty Specialist

BUSINESS RELOCATION INTERVIEW SUMMARY

Keystone Plastics, Inc. 2 August 2006 at 12:30 p.m. Brian Naftal

- 1. Do you plan to reestablish this business? Yes
- 2. What are your replacement site requirements (size, location, zoning, features, etc.)?
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 - Zoning needs to be commercial or light industrial. Want to remain in area (other space is pretty much around the corner on South Clinton Avenue)
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 - Anticipate minimum of 6 months to find location and complete move.

- 8. What is the estimated difficulty in locating replacement site, considering special site requirements, zoning and permit issues, etc? Have you looked for any replacement sites?
 - Mr. Naftal anticipates difficulty in locating a new site. When this site was leased, it took approximately 6 months to find/identify the site and 2-3 to negotiate and finalize the lease.
- 9. Do you anticipate any advance relocation payments will be required? Unknown

CHRIS MILLIGAN

BRIAN NAFTAL (signature & date)

CENAB-RE-S 4 August 2006

MEMORANDUM FOR RECORD

SUBJECT: Keystone Plastics Business Relocation (Cornell-Dublier Superfund Site, S. Plainfield, NJ)

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We requested a copy of his current lease and equipment listing.

CHRISTINE MILLIGAN Realty Specialist

BUSINESS RELOCATION INTERVIEW QUESTIONS

1. Do you plan to reestablish this business?

	yes storase
2.	What are your replacement site requirements (size, location, zoning, features,
	/ ***
	12,000 A
3.	Are there any outstanding contractual obligations that would be affected by a move? yearly renewal - lease (Oct-/year up) they have done roof, walhway, etc.
	they have done roof, walhway, etc.
4.	What is the financial capacity of the business to accomplish this move?
5.	Do you need outside specialists for move planning, actual move completion, machinery re-installation? Any preferred companies?
6.	Identification of real property v. personal property (list equipment and machinery and identify status of each). Do you expect to move all of the personal property to the new site?
	We have the same of the same o
7.	What is the estimated time required for business to vacate this site?
	What is the estimated time required for business to vacate this site? May take May take May take
8.	What is the estimated difficulty in locating replacement site, considering special site requirements, zoning and permit issues, etc? Have you looked for any
	replacement sites?
9.	Do you anticipate any advance relocation payments will be required?
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MOVING SUMMARY

Decision -

1. Commercial move: Based on lower of 2 bids prepared by commercial mover. Commercial mover performs move.

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2. Self-move: Based on:

- a. The lower of 2 bids prepared by commercial mover. Blue Ridge Outfitters performs move; or
- b. Receipted bills for labor and equipment. Hourly labor rates should not exceed rates paid to commercial mover to employees performing the same activities.

3. Move costs include:

- a. Transportation of personal property up to 50 miles
- b. Packing, crating, unpacking and uncrating of personal property
- c. Disconnecting, dismantling, removing, reassembling, and reinstalling personal property (machinery, equipment, and substitute personal property) and connections to utilities within the building. Also includes modifications to personal property to adapt it to the replacement structure or site, including those required by law or code.
- d. Storage costs, not to exceed 12 months.
- e. Insurance for replacement value of property moved or stored.
- f. Replacement value of property lost, stolen or damaged in move if insurance is not available.
- g. Licenses, permits, fees or certifications required at replacement site.
- h. Professional services required in connection with the move.
- i. Relettering signs and replacing stationery on hand at the time of the move.
- j. Direct loss of tangible personal property incurred as a result of the move. Payment shall be lesser of (1) fair market value of item in place for continued use less proceeds from its sale, or (2) the estimated cost of moving the item as is but with no allowance for storage.
- k. For purchase of substitute personal property to replace items not moved, payment will be based on the lesser of (1) cost of substitute item including installation, minus proceeds from sale or trade-in, or (2) the estimated cost of moving and reinstalling the replaced item but with no allowance for storage.

1. Cost of selling an item that is not to be moved.

m. Search costs for replacement property, not to exceed \$2,500. Expenses include transportation, meals, lodging, time spent searching for site, obtaining permits, and negotiating purchase, fees to real estate agent exclusive of any fees/commissions related to purchase of the site.

n. For low value/high bulk items the payment shall be based on the lesser of (1) the amount which would have been received if the property were sold at the site, or (2) the cost of a comparable quantity delivered to the new site.

o. Advertising signs, if any: Payment for direct loss of sign based on the lesser of (1) depreciated value of the sign less the proceeds from its sale or (2) estimated cost of moving the sign but with no allowance for storage.

PERSONAL PROPERTY INVENTORY

<u>ITEM</u>	PERSONAL/REAL PROPER	<u>MOVING IT?</u>
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Manufacturers of Polypropylene Filaments/Bristle and Street Sweeping Replacement Brooms

3451 South Clinton Avenue South Plainfield, NJ 07080

www.keystonesweeperbrushes.com

(908)-561-1300

1-800-635-5238 Fax (908) 561-5189

Cell: (908)-295-8039

NATIONAL PROTECTION A SERVICE OF THE SERVICE OF THE

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2 290 BROADWAY NEW YORK, NY 10007-1866

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

August 17, 2006

Brian Naftal Keystone Plastics 333 Hamilton Blvd. Building # 8 South Plainfield, New Jersey 07080

SUBJECT:

Cornell-Dubilier Electronics Superfund Site

a.k.a Hamilton Industrial Park South Plainfield, New Jersey

Dear Mr. Naftal:

This notice is to officially inform you that the U.S. Environmental Protection Agency (ÉPA) expects to implement the selected remedy for the building component of Operable Unit 2 at the Cornell-Dubilier Electronics (CDE) Superfund Site. As you are aware, the selected remedy calls for the relocation of eligible tenants and the demolition of the 18 buildings located at the former CDE facility.

The U.S. Army Corps of Engineers (USACE) is acting as an agent of the EPA to perform the commercial relocations required for this project. As you have been made aware through previous contacts, it will soon be necessary for you to vacate the property. The USACE will provide advisory services to assist you in the move to a replacement site. The moving assistance includes referrals to replacement sites and help in filing claims. You may also be eligible for relocation assistance benefits as described in the Relocation Brochure entitled "Your Rights and Benefits as a Displaced Person Under the Federal Relocation Assistance Program." A copy of this brochure was previously provided to you.

This notice is to formally advise you, in accordance with 49 CFR 24.203c, that you will not be required to vacate the property for at least ninety (90) days. The Government requires possession of the property by November 30, 2006, so it will be necessary for you to vacate and surrender the premises by that date.

Please be assured that we will make every effort for your relocation to proceed as smoothly as possible and to minimize the impact upon you during the process. Your cooperation in this matter is greatly appreciated.

If you have any questions regarding this letter or the remediation process at the CDE site, please feel free to contact me at 212-637-4395. Questions regarding the relocation process can be directed to your USACE relocation specialist, Gloria Hawkins, at 1-888-867-5215.

Sincerely,

Peter Mannino, Remedial Project Manager Central New Jersey Remediation Section



DEPARTMENT OF THE ARMY BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS P. O. BOX 1715 BALTIMORE, MD 21203-1715

August 25, 2006

Real Estate Division
Special Projects Support Branch

Mr. Brian Naftal Keystone Plastics, Inc. 3451 South Clinton Avenue South Plainfield, New Jersey 07080

Dear Mr. Naftal:

This is regarding signature and return of your "Business Relocation Interview Summary" which was provided by letter dated August 7, 2006. This survey was conducted in connection with the Cornell-Dublier Superfund Site in South Plainfield, New Jersey.

To date, we have not received the signed summary form, a copy of your existing lease, and the equipment listing requested. Enclosed is an additional copy of the summary sheet should it be needed. Please sign the summary sheet and return it to this office in the envelope provided as soon as possible along with a copy of your lease and equipment listing.

Also, as advised by EPA's letter dated August 17, 2006, your 90-day notice to vacate Building 8 has been provided; this building is to be vacated no later than November 30, 2006. We would like to obtain the requested items to help facilitate your move.

You will be contacted in the near future by Alpha Moving Company to schedule a time for them to conduct a walk through in order to provide us with a moving estimate. Please be advised that you still have the three options discussed to choose from for your actual move; however, we are obtaining estimates for all moves to insure consistency.

If you have any questions regarding this matter, please feel free to contact Christine Milligan at (410) 962-5162; a message may also be left at (888) 867-5215. You may also contact Pete Mannino with EPA at 212-637=4395.

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manager
Real Estate Division

Enclosures

CF: Pete Mannino, EPA Region II

MILLIGAN/CENAB-RE-S/CMM/5162 LEWIS/CENAB-RE-S



September 14, 2006

To Whom It May Concern:

On August 30th 2006 I performed a visual site survey for Keystone Plastics at 333 Hamilton Blvd, South Plainfield NJ for a proposed relocation within a 50 mile radius of the current site.

This site is exclusively for warehousing product that would require one forklift truck at origin, and one at destination to receive the loads.

Due to weight restraints this project would require 10 tractor trailer loads @\$2,000 per load. Rigging would be necessary to move 3 extremely large machines called a winder, grinder, and a roll former at a cost of \$2,500. Also one flatbed trailer @\$2,500 would be needed to handle this project.

Project Management would be included on this project for an additional \$200 making the estimated cost \$25,200.

Should you require any further information please do not hesitate to contact me on my cell phone at (973) 727- 9824.

Have a great day!

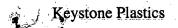
Sincerely,

Michael Andreaggi

Executive Vice President Commercial Sales







Daly, Mary E NAB02

From: Milligan, Chris NAB02

Sent: Tuesday, September 19, 2006 12:09 PM

To: Daly, Mary E NAB02 Subject: RE: Keystone Plastics

No. When we met it was more for me to just see their space and provide information....they weren't going to be one of the first at the time so we didn't get into specifics.

From: Daly, Mary E NAB02 Sent: Tue 9/19/2006 9:29 AM To: Milligan, Chris NAB02 Subject: RE: Keystone Plastics

Thank you for this info. Did they indicate what areas they were willing to move to or not move to?

From: Milligan, Chris NAB02

Sent: Tuesday, September 19, 2006 8:42 AM

To: Daly, Mary E NAB02 Subject: RE: Keystone Plastics

Mary - Their space is open space, no office area, and all on one floor.

There are two or three pieces of equipment but it looked as if two were being stored and only one was being used.

They are using this space as storage. They have additional space around the corner (on Clinton Ave I think) so this is very close and convenient for them.

We did not really get into discussion on renewing or not renewing. Going by memory they indicated they renew on a yearly basis for a year (no out until next yearly option)...but without a copy of the lease....

Chris

From: Daly, Mary E NAB02 Sent: Tue 9/19/2006 8:40 AM To: Milligan, Chris NAB02 Subject: RE: Keystone Plastics

Chris,

Thank you. I found the 7 Aug on your desk and Marion printed out a copy of the 25 Aug for me; the 03 Aug was already in the file. Mr. Naftal has not returned the signed interview sheet nor a copy of the lease.

In reading the Interview Summary it says they have 12,000 sq. ft. of space - is that 1. all just open space

- 2. any office area.
- 3. all on one floor

- 4. Is there a lot of machinery?
- 5. What do you mean by your comment on the IS sheet that "other space is pretty much around the corner on S. Clinton Ave.?"
- 6. since their lease expires at the end of October, what have they been told about renewing/not renewing it?

Thanks.

Mary

From: Milligan, Chris NAB02

Sent: Tuesday, September 19, 2006 7:50 AM

To: Daly, Mary E NAB02
Cc: Deutsch, Marion NAB02
Subject: RE: Keystone Plastics

Mary -- There should be three yellows in the Keystone file....

First providing the brochures before our 2 Aug meeting, 7 August letter providing typed responses to questions for their review, signature, and return, and a 25 Aug letter to follow-up on the 7 Aug letter.

If they are not in the file, check my in box or with Marion....she may still have them. If you can get into special projects, milligan, cornell, they are saved as Keystone-*****

The last message that I left for Brian was to contact me or you and I provided both of our numbers. I have not heard from him.

This is the guy that I told "don't worry....you have a while" (on 2 Aug) and the next week (or two weeks later) he got the 90-day notice from EPA.

I have not provided them with any comps.

Hope this helps. Let me know if you have any other questions.

Chris

From: Daly, Mary E NAB02 Sent: Tue 9/19/2006 7:38 AM To: Milligan, Chris NAB02 Subject: Keystone Plastics

Chris,

I've reread your emails on this Company. I noticed in your file that you have handwritten notes on the sheet for the interview questions, but not all the questions were answered and there is nothing they signed off on. Do you think I need to meet with them again on these questions? I assume they received the booklet. Did you have any other meetings/telecons with them? Based on where you left off with them would you say the next step would be to get some comps for them - I don't want to be doing stuff you already covered but I don't want to miss anything either.

Thanks,

Daly, Mary E NAB02

From:

Milligan, Chris NAB02

Sent:

Tuesday, September 19, 2006 7:50 AM

To:

Daly, Mary E NAB02

Cc:

Deutsch, Marion NAB02

Subject: RE: Keystone Plastics

Mary -- There should be three yellows in the Keystone file....

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Thanks,

Mary

Bunche, Helen C NAB02

From:

Sent:

Daly, Mary E NAB02 Tuesday, September 19, 2006 2:10 PM

To:

Bunche, Helen C NAB02

Subject:

CoStar Request

Helen,

Would you please conduct a search for commercial properties to lease based on the following criteria:

1. All of Somerset County, New Jersey

2. 12,000-13,000sq. ft., one story

3. Property Type: Commercial/Industrial

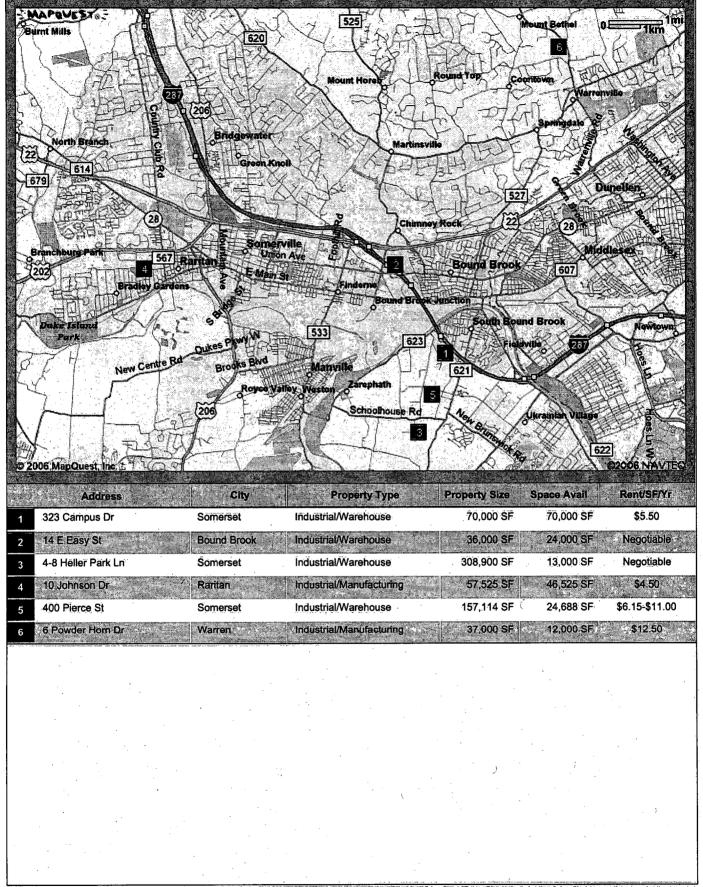
4. Business Type (if required): Manufacturing or Industrial Complex

5. Lot Description: No Preference

6. Price: No preference

Let me know if you need any other info. Thank you for your help with this.

Mary



943 Gampus Dr

Franklin Twp Somerset, NJ 08873 Somerset County

RBA: 70,000 SF

Building Status: Warehouse Building Built 1966

Total Avail: 70,000 SF

Smallest Space: 70,000 SF

Warehouse Avail: 70,000 SF / 9,000 ofc

Max Contig: 70,000 SF

Office Avail: 0 SF

Features: Floor Drains, Property Manager on Site

Parking: 50 free Surface Spaces are available; Ratio of 1.00/1,000 SF

Structure

Site

Ceiling Height: 16'0"-18'0"

Column Spacing: 30'w x 40'd

Stories: 1

Construction: -

Tenancy: Multiple Tenant

Gas - Natural, Heating - Gas, Sewer - City, Water - City

Land Area: 6.90 AC

Zoning: -

Loading

Utilities

Loading Docks: 7 ext

Cross Docks: None

Drive Ins: 2

Rail Line: None

Rail Spots: None

Crane: None

Power: 800a 3p

Financial Data

Rent/SF/yr: \$5.50

Services: Negotiable

For Sale Info: For Sale at \$6,100,000 (\$87.14/SF) - Active

For Further Information, Please Contact:

International Realty Group, L.L.C. 732-452-0750

Richard Gelmetti x10

HAE Easy Su

MiddleBrook Crossroads, 14E **Bridgewater Twp** Bound Brook, NJ 08805 **Somerset County**

RBA: 36,000 SF

Building Status: Warehouse Building Existing

Total Avail: 24,000 SF

Smallest Space: 24,000 SF

Warehouse Avail: 24,000 SF / 2,400 ofc

Max Contig: 24,000 SF

Office Avail: 0 SF

Parking: Free Surface Spaces

Parcel Number: 06-00356.00-00001.00, 06-00356.00-00003.00, 06-00356.00-00004.00

Structure

Site

Ceiling Height: 14'8"

Column Spacing: 20'w x 60'd

Tenancy: Multiple Tenant Land Area: -

Stories: 1

Construction: Reinforced Concrete

Zoning: -

Loading

Utilities

Loading Docks: 11 ext

Heating

Cross Docks: -

Power: 400a/208v 3p/4w

Drive Ins: 12'0"w x 13'0"h Rail Line: Yes

Rail Spots: -

Crane: -

Financial Data

Rent/SF/yr: Negotiable Services: Negotiable

For Sale Info: Not For Sale

For Further Information, Please Contact:

Advance Realty Group 973-307-1100 Patrick Luzzi (973) 307-1052

468 Heller Fark in

Heller Park Somerset Franklin Township Somerset, NJ 08873 Somerset County

RBA: 308,900 SF

Total Avail: 13,000 SF

Warehouse Avail: 0 SF

Office Avail: 13,000 SF

Features: Fenced Lot

Building Status: Warehouse Building Built Jul 2001

Smallest Space: 13,000 SF

Max Contig: 13,000 SF

Structure

Ceiling Height: 28'0"

Column Spacing: 38-39'w x 38-39'd

Stories: 2

Construction: Masonry

Site

Tenancy: Multiple Tenant

Land Area: 17.37 AC

Zoning: L-I

Loading

Loading Docks: 32 ext

Cross Docks: None

Drive Ins: 38'6"w x 38'6"h

Rail Line: None
Rail Spots: None

Crane: None

Utilities

Gas - Natural, Heating - Gas, Sewer - City, Water - City

Power: 1200a/480v 3p

Financial Data

Rent/SF/yr: Negotiable

Services: TBD

For Sale Info: Not For Sale

Expenses: 2002 Est Tax @ \$0.33/sf

For Further Information, Please Contact:

Sheldon Gross Realty, Inc. 973-325-6200 Jonathan Glick x120

10 Johnson Dr

Raritan Industrial Park, Bldg 2 Raritan Boro Raritan, NJ 08869 **Somerset County**

RBA: 57.525 SF

Building Status: Manufacturing Building Built 1964

Total Avail: 46,525 SF

Smallest Space: 10,000 SF

Warehouse Avail: 46,525 SF / 2,000 ofc

Max Contig: 46,525 SF

Office Avail: 0 SF

Parking: Free Surface Spaces; Ratio of 0.96/1,000 SF

Parcel Number: 03-00022.00-00002.00

Structure

Site

Ceiling Height: 16'0"

Column Spacing: 20'w x 60'd

Stories: 1

Construction: -

Tenancy: Multiple Tenant

Land Area: -

Zoning: I

Loading

Loading Docks: 5 ext

Cross Docks: •

Drive Ins: 2

Rail Line: Conrail

Rail Spots: 3 ext

Crane: None

Utilities

Heating - Gas, Sewer - City, Water - City

Power: 1000a/277-480v

Financial Data

Rent/SF/yr: \$4.50

Services: Triple Net

For Sale Info: Not For Sale

For Further Information, Please Contact:

Knauer Realtycorp 908-526-7600

Leonard Knauer x227

400 Plerce St

Bus Park @ Franklin Twp Franklin Township Somerset, NJ 08873 **Somerset County**

RBA: 157,114 SF

Building Status: Warehouse Building Built 1986

Total Avail: 24,688 SF

Smallest Space: 4,630 SF

Max Contig: 24,688 SF

Warehouse Avail: 0 SF

Office Avail: 24,688 SF

Parking: Free Surface Spaces; Ratio of 0.51/1,000 SF

Parcel Number: 08-00517.05-00017.01

Structure

Ceiling Height: 24'0"

Column Spacing: 40'w x 40'd

Stories: 1

Construction: -

Site

Tenancy: Multiple Tenant

Land Area: 10.36 AC

Zoning: -

Loading

Loading Docks: 21 ext

Cross Docks: -

Drive Ins: 4

Rail Line: None

Rail Spots: None

Crane: None

Utilities

Gas - Natural, Heating - Gas, Sewer - City, Water - City

Power: 1200a/277-480v 3p/4w

Financial Data

Rent/SF/yr: \$6.15-\$11.00

Services: Triple Net

For Sale Info: Not For Sale

For Further Information, Please Contact:

CB Richard Ellis 201-712-5600

Mindy Lissner (732) 509-2831

6 Poveer Home Dr. -

Tenbe Hi-Tech Park, Bldg 1 Warren Township Warren, NJ 07059 **Somerset County**

RBA: 37,000 SF

Building Status: Manufacturing Building Built Mar 1988

Total Avail: 12,000 SF

Smallest Space: 6,000 SF

Warehouse Avail: 0 SF

Office Avail: 12,000 SF

Max Contig: 12,000 SF

Parking: Free Surface Spaces; Ratio of 3.00/1,000 SF

Parcel Number: 20-00078.00-00019.04

Structure

Site

Ceiling Height: 22'0"

Tenancy: Multiple Tenant

Column Spacing: -

Land Area: 5 AC

Stories: 1

Zoning: -

Construction: -

Utilities

Loading

Loading Docks: 2 ext

Gas - Natural, Heating - Gas, Sewer - City, Water - City

Cross Docks: -

Drive Ins: 3

Rail Line: None

Rail Spots: None

Crane: None

Financial Data

Rent/SF/yr: \$12.50

Services: Triple Net

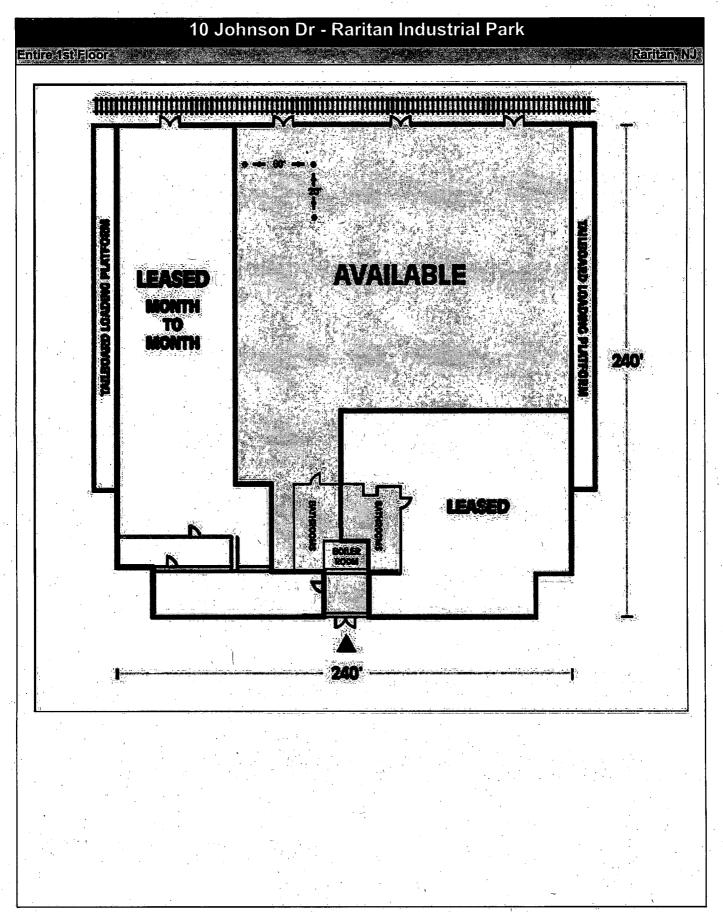
For Sale Info: Not For Sale

For Further Information, Please Contact:

International Realty Group, L.L.C. 732-452-0750

Richard Gelmetti x10

This copyrighted report contains research licensed to U.S. Army Corps of Engineers - 297451.



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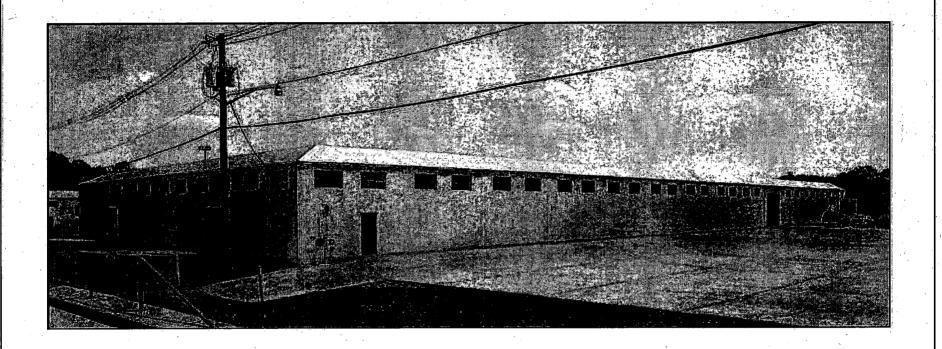
Eus Park © Franklin Twp

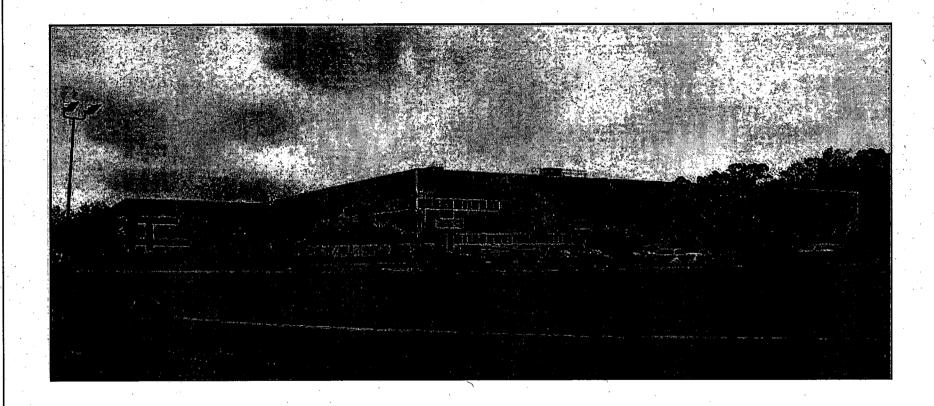
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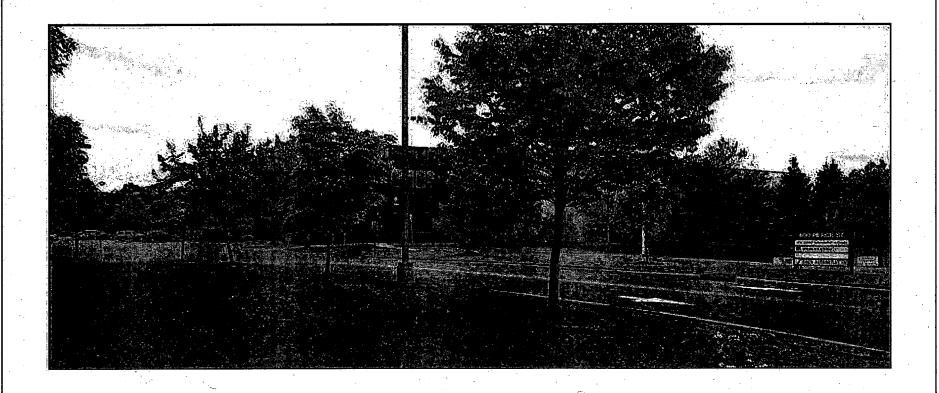
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Daly, Mary E NAB02

From:

Hawkins, Gloria S NAB02

Sent:

Wednesday, September 20, 2006 10:16 AM

To:

Daly, Mary E NAB02

Subject:

RE: Keystone Plastics

That's good news. Also, Alpha Moving and Storage will be glad to accept the business from Keystone Plastics. I agree, there's no need to go look at comps if he has already identified a potential site.

From:

Daly, Mary E NAB02

Sent:

Wednesday, September 20, 2006 9:49 AM

To:

Hawkins, Gloria S NAB02

Cc:

Lewis, Susan K NAB02; Milligan, Chris NAB02

Subject:

Keystone Plastics

Gloria,

Thanks for your help and for cluing me in to use Brian Naftal's cell number. I was able to get him after speaking with you of course he said he was intending to return my call. Anyway, there's some promising news. He can't find the Interview Summary Sheet so I will send him out another copy; he will fax me a copy of their lease; he indicated that they have found a potential space to which they intend to move and a copy of the lease for that new space is being reviewed by their attorney. Their plan is to be out by the time the renewal of their current lease comes up. I mentioned the options he had for moving and he has not done anything on that front yet. He asked about our Government mover that came out to give the estimate and about using them - I told him they could use him. I will be faxing a copy of the estimate to Brian.

Based on this information I don't see the need at this time to travel to NJ to check out comps as I had planned to do today. Now that he has a potential site, it seems like/I'm hoping he will be cooperative and work with us to receive his benefits.

Let me know if you have any questions.

Mary

TX REPORT *** *********

TRANSMISSION OK

TX/RX NO

2836

CONNECTION TEL

919085613404

CONNECTION ID

09/20 11:00

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2

RESULT

OK

BALTIMORE DISTRICT US ARMY CORPS OF ENGINEERS

Fax Transmittal

Date 09/20/2006

From: Mary Daly

Civil Projects Support

Branch

Real Estate Division Fax: (410) 962-0866

Phone: (410) 962-5136

Mary Daly

Total No. of Pages Including Cover Page 2

your move, please call me at 410-962-5136.

To: Brian Naftal Name: Keystone Plastics_

Fax No.: 908-561-3404 Tel No: 908-561-1300

MEMO Attached is copy of moving estimate Government received. If you have any questions on this attachment or

BALTIMORE DISTRICT US ARMY CORPS OF ENGINEERS

Fax Transmittal

Date 09/20/2006

From: Mary Daly

Civil Projects Support

Branch

Real Estate Division Fax: (410) 962-0866

Phone: (410) 962-5136

Total No. of Pages Including Cover Page 2

To: Brian Naftal Name: Keystone Plastics_

Fax No.: 908-561-3404 Tel No: 908-561-1300____

MEMO Attached is copy of moving estimate Government received. If you have any questions on this attachment or your move, please call me at 410-962-5136. Mary Daly

Kuplone Plastice



September 14, 2006

To Whom It May Concern:

On August 30th 2006 I performed a visual site survey for the current site.

This site is exclusively for warehousing product that would require one forklift truck at origin, and one at destination to receive the loads.

Due to weight restraints this project would require 10 tractor trailer loads @\$2,000 per load. Rigging would be necessary to move 3 extremely large machines called a winder, grinder, and a roll former at a cost of \$2,500. Also one flatbed trailer @\$2,500 would be needed to handle this project.

Project Management would be included on this project for an additional \$200 making the estimated cost \$25,200.

Should you require any further information please do not hesitate to contact me on my cell phone at (973) 727- 9824.

Have a great day!

Sincerely,

Michael Andreaggi

Executive Vice President Commercial Sales

A

4

6 Benate Place Jersey City, NJ 07306 Tel: (800) 605-2574 Fax: (201) 656-5005



19085613

Date: Thursday, September 21, 2006

To: Army Corp

Mary Daly

Phone: 410-962-5136

Fax: 410-962-0866

From: Keystone Plastics Inc

Brian Naftal

Phone: 908-561-1300 × ²

Fax: 908-561-3404

Pages:	• .	
9		

The following are the present and future lease agreements for our warehouse space. Please let me know if this is in order. We are looking to get into our new space in the near future.

Regards,

Brian

P:2/12

Andia

ADDENDUM TO LEASE

TENANTS: Keystone Plastics Inc. LANDLORD: DSC of Newark Enterprises, Inc. PREMISES: 333 Hamilton Blvd Bldg 8, S. Plainfield, NJ LEASE DATED: 10/ /2005

- 1. This Addendum modifies the above lease entered into between the parties. Wherever the documents may be in conflict this addendum shall prevail.
- 2. The tenant is not responsible for any maintenance or repairs on the premises except for damage or repairs caused or necessitated by the tenant. The tenant with a representative of the landlord will walk" the premises and execute a memoranda generally describing the condition of the premises and the premises will be delivered up by the tenant in the same general condition save normal wear and tear at the end of the lease term.
- 3. The lease will run from October 15, 2005 to October 15, 2006.
- 4 At the time of the lease signing the tenant will pay \$13,500.00. Same will consist of the first months rent and two month security
- 5. Tenant is not responsible for any added rent or other landlord charges beyond the monthly rent of \$3,500.00 not including utilities; sprinkler alarm charge, late charges). There will be no personal guaranty on the lease.
- 6. Tenant EIN#22-1476437 and SIC at this site 4225.
- 7. Any brokerage fee due Resource Realty shall be paid by the Landlord.
- 8. Landlord represents the sprinkler system serving the premises is in proper working order.

e	above	Addendum	is appro	ved by:

09/20/2006

THIS AGREEMENT, between DSC OF NEWARK ENTERPRISES, INC., a Delaware Corporation, having a mailing address at 70 Blanchard Street, in the City of Newark, and the County of Essex and the State of New Jersey, 07105, as Landlord, and Keystone Plastics Corporation, a New York corporation, having a mailing address 3451 South Clinton Ave., South Plainfield, NJ 07080 as Tenant;

WITNESSETH: The Landlord has let unto the Tenant and the Tenant has hired from the Landlord, the following premises: Building #8, as designated by Landlord, 1355 West Front St., Plainfield, New Jersey commonly referred to as Plainfield Industrial Park for the term of two (2) years to commence from the fifteenth day of October, 2006 and to end on the 14th day of October, 2008 to be used and occupied only for warehouse and distribution of street cleaning brushes and other related non-hazardous uses, upon the condition and covenants following:

ARTICLE 1: PAYMENT OF RENT

The Tenant covenants and agrees to pay to the Landlord, the rent in the following manner: \$48,000.00 (forty eight thousand dollars) annually, payable \$4,000.00 on the execution and delivery of this Agreement in payment of the first month's rent, and \$4,000.00 on the fifteenth day of each and every month thereafter, payable without demand.

ARTICLE 2: REPAIRS AND CARE

The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs other than roof repairs and structural repairs which are not made necessary by any use or misuse of the Tenant, its employees, agents, and invitees, and at the end or their expiration of the term, shall deliver the rented premises in good order and condition, damages by the elements excepted.

ARTICLE 3: COMPLIANCE WITH LAWS, ETC.

The Tenant shall promptly comply with all laws, ordinances, rules, directives, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Burcaus applicable to the leased premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the leased premises during the term of the lease; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

ARTICLE 4: FAILURE TO COMPLY WITH LAWS, ETC.

In case the Tenant shall fail or neglect to comply with these statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's agents may enter and make the repairs and comply with any and all of the statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

ARTICLE 5: ASSIGNMENT

The Tenant shall not assign this lease, or sublet or sublease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any purpose deemed disreputable or extra hazardous on account of fire, under penalty of damages and forfeiture.

ARTICLE 6: ALTERATIONS, IMPROVEMENTS

No alterations, additions, or improvements shall be made in or attached to the leased premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.



DEPARTMENT OF THE ARMY BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS P. O. BOX 1715 BALTIMORE, MD 21203-1715

September 21, 2006

Real Estate Division Special Projects Support Branch

Mr. Brian Naftal Keystone Plastics, Inc. 3451 South Clinton Avenue South Plainfield, NJ 07080

Dear Mr. Naftal:

As per your discussion on September 20, 2006 with Ms. Mary Daly of this office, please find enclosed for your review, comment, and signature a "Business Relocation Interview Summary" (Enclosure 1) which was prepared during our visit to Keystone Plastics on 2 August 2006. This survey was conducted in connection with the Cornell-Dublier Superfund Site in South Plainfield, New Jersey.

Please review all information contained on the summary sheet and provide any corrections or comments. Please sign the bottom of the sheet and return it to this office in the envelope provided, along with a copy of your lease and a listing of any machinery/equipment.

Also, we wish to remind you that as the owner of a displaced business, you are eligible for certain benefits under the provisions of the URA and its implementing regulations. These benefits are described in the brochure entitled "Your Rights and Benefits as a Displaced Person under the Federal Relocation Assistance Program" which was previously provided to you. Enclosed for your perusal, please find an outline of these benefits for moving and related expenses as well as reestablishment expenses (Enclosure 2).

If you have any questions regarding your relocation, please don't hesitate to contact Ms. Mary Daly at (410) 962-5136; a message may also be left at (888) 867-5215.

Your cooperation throughout this process is greatly appreciated.

Sincerely,

SIGNED.

Susan K. Lewis
Environmental Program Manager
Real Estate Division

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DALY/CENAB-RE-C/5136

LEWIS/CENAB-RE-S

2 Enclosures

BUSINESS RELOCATION INTERVIEW SUMMARY

Keystone Plastics, Inc. 2 August 2006 at 12:30 p.m. Brian Naftal

- 1. Do you plan to reestablish this business? Yes
- 2. What are your replacement site requirements (size, location, zoning, features, etc.)?
 - Current lease is for 12,000 square feet of space.
 - Zoning needs to be commercial or light industrial. Want to remain in area (other space is pretty much around the corner on South Clinton Avenue)
- 3. Are there any outstanding contractual obligations that would be affected by a move?
 - Yes, current lease is for a three year term (yearly renewals); first year will expire in October 2006.
 - Request a copy of lease be provided along with listing of machinery.
- 4. What is the financial capacity of the business to accomplish this move?
 - Unknown at this time.
- 5. Do you need outside specialists for move planning, actual move completion, machinery reinstallation? Any preferred companies?
 - May need specialty company (and/or rigger) to reinstall machinery.
- 6. Identification of real property v. personal property (list equipment and machinery and identify status of each). Do you expect to move all of the personal property to the new site?
 - All personal property anticipated to be moved. No real property identified.
- 7. What is the estimated time required for business to vacate this site?
 - Anticipate minimum of 6 months to find location and complete move.

- 8. What is the estimated difficulty in locating replacement site, considering special site requirements, zoning and permit issues, etc? Have you looked for any replacement sites?
 - Mr. Naftal anticipates difficulty in locating a new site. When this site was leased, it took approximately 6 months to find/identify the site and 2-3 to negotiate and finalize the lease.
- 9. Do you anticipate any advance relocation payments will be required? Unknown

CHRIS MILLIGAN BRIAN NAFTAL (sig

BRIAN NAFTAL (signature & date)

A. Moving and related expenses may include:

- (1) transportation of personal property not beyond a distance of 50 miles
- (2) packing, crating, unpacking and uncrating of the personal property
- (3) disconnecting, dismantling, moving, reassembling, and reinstalling relocated machinery, equipment, and other personal property; including connection to utilities available in the building; it also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property
- (4) storage of the personal property for a period not to exceed 12 months
- (5) insurance for the replacement value of the personal property in connection with the move and necessary storage
- (6) the replacement value of property lost, stolen or damaged in the process of moving where insurance covering such loss, theft, or damage is not reasonably available
- (7) Other moving related expenses not listed as ineligible under Section 24.301(h)
- (8) Any license, permit, fee, or certification required of the displaced business at the replacement location
- (9) professional services determined to be actual, reasonable, and necessary for planning of the move of personal property, moving the personal property, and installing the relocated personal property at the replacement location
- (10) relettering signs and replacing stationery on hand at the time of displacement
- (11) actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business
- (12) the reasonable cost incurred in attempting to sell an item that is not to be relocated
- (13) purchase of substitute personal property
- (14) costs for searching for a replacement location, not to exceed \$2,500, as the Government determines reasonable
- (15) connection to available nearby utilities from the right-of-way to improvements at the replacement site
- (16) professional services to determine suitability of the replacement site for business operations
- (17) impact fees for anticipated heavy duty usage
- B. Reestablishment expenses: In addition to the moving benefits and related expenses, a small business may be eligible to receive a payment, not to exceed \$10,000.00, for expenses actually incurred in relocating and reestablishing such business (see 49 CFR Section 24.304). Reestablishment expenses must be reasonable and necessary as determined by the Government. They may include, but are not limited to, the following:
- (1) repairs or improvements to the replacement real property as required by Federal, State, or local law, code, or ordinance
- (2) modifications to the replacement property to accommodate the business
- (3) construction and installation costs for exterior signage

- (4) redecoration or replacement of soiled or worn surfaces at the replacement site
 (5) advertisement of replacement location

 - (6) estimated increased costs of operation during the first two years at the replacement
 - (7) other items that the agency considers essential to the reestablishment of the business

Daly, Mary E NAB02

From:

Lewis, Susan K NAB02

Sent:

Thursday, September 21, 2006 1:20 PM

To: Subject: Daly, Mary E NAB02 List of Eligible Expenses

Mary - You may want to add the following to the list (encl 2) attached to the Keystone Plastics letter:

- (15) connection to available nearby utilities from the right-of-way to improvements at the replacement site
- (16) professional services to determine suitability of the replacement site for business operations
- (17) impact fees for anticipated heavy utility usage.

These were moved to the "moving and related expenses" category - no longer capped.

I will go ahead and sign the letter and return to you, since I won't be in tomorrow. If you would, please put the new encl. 2 with the letter before it is mailed.

Thanks!

Süe -

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Date: Tuesday, October 03, 2006

To: USACE

Mary Daly

410-962-5136 Fax:

Keystone Plastics Inc From:

Brian Naftal

Phone: 908-561-1300

908-561-3404 Fax:

Executed Interview Summary Cheets. Subject:

BUSINESS RELOCATION INTERVIEW SUMMARY

Keystone Plastics, Inc. 2 August 2006 at 12:30 p.m. Brian Naftal

- 1. Do you plan to reestablish this business? Yes
- 2. What are your replacement site requirements (size, location, zoning, features, etc.)?
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 - May need specialty company (and/or rigger) to reinstall machinery.
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Page 2 of 2 Keystone Plastics

- 8. What is the estimated difficulty in locating replacement site, considering special site requirements, zoning and permit issues, etc? Have you looked for any replacement sites?
 - Mr. Naftal anticipates difficulty in locating a new site. When this site was leased, it took
 approximately 6 months to find/identify the site and 2-3 to negotiate and finalize the lease.
- 9. Do you anticipate any advance relocation payments will be required? Unknown

CHRIS MILLIGAN

BRIAN NAFTAL (signature & date)

TX REPORT *** *************

TRANSMISSION OK

TX/RX NO

2897

919085613404

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ST. TIME

10/03 09:18

USAGE T

02'20

PGS. SENT

RESULT

OK

BALTIMORE DISTURICT US ARMY CORPS OF ENGINEERS

Fax Transmittal

Date 10/03/2006

From: Mary Daly

Civil Projects Support

Branch

Real Estate Division Fax: (410) 962-0866

Phone: (410) 962-5136

Total No. of Pages Including Cover Page 7

To: Brian Naftal

Name: Keystone Plastics_

Fax No.: 908-561-3404 Tel No: 908-561-1300

MEMO Attached is copy of Government moving estimate from Alpha Moving; a copy of letter requesting you review and sign the summary sheet and provide our office a listing of machinery/equipment. If you have any questions on these enclosures or your move, please call me at 410-962-5136. or email me at mary.e.daly@nab02.usace.army.mil Thanks, Mary Daly

BALTIMORE DISTRICT ŪS ARMY CORPS OF ENGINEERS

Fax Transmittal

Date 10/03/2006

From: Mary Daly

Civil Projects Support

Branch

Real Estate Division Fax: (410) 962-0866

Phone: (410) 962-5136

Total No. of Pages Including Cover Page 7

To: Brian Naftal Name: Keystone Plastics_

Fax No.: 908-561-3404 Tel No: 908-561-1300____

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Thanks, Mary Daly

Daly, Mary E NAB02

From:

Brian Naftal [bnaftal@usa.net]

Sent:

Tuesday, October 03, 2006 4:52 PM

To:

Daly, Mary E NAB02

Subject: RE: Self-Move

Dear Mary.

Thank you for the advise on moving. We will go with a professional mover, we don't know we don't know which one yet. Thank you for your help. We will be in touch.

Regards,

Brian

----Original Message-----

From: Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]

Sent: Tuesday, October 03, 2006 1:54 PM

To: Brian Naftal

Subject: RE: Self-Move

Brian,

I did receive your fax - thank you.

Our office usually recommends the displaced business have a professional mover move them, primarily to protect against injury, accidents, damaged goods, and the like. Sometimes residential property owners will send us the 2 estimates required, we review them with the estimate we have obtained, and approve the lowest of the 2 bids. If the residential owner chooses a self-move, they then rent their own trucks and have friends help them move and that way they may or may not pay out less than what the lowest estimate was. I think this is harder for a business since the kind of property being moved is bigger and often specialized equipment, requiring trucks and movers who specialize in moving stuff like that.

If you decide to have a professional mover, I just want to make sure you are aware that you are not necessarily stuck with choosing the Government Mover. That company is experienced and the person who conducted the site survey has been in the moving business for over 20 years. However, if there are 2 companies you know of, just get 2 estimates and send them to me for review. We will approve the lower of the 2 as long as it is in the range (approx. \$200 -300 difference) of the Government estimate.

If you do go with Alpha Moving, call them (their number is on the estimate I sent you) to schedule your moving date, mention that Mike Andreaggi provided the Government estimate, and just let me know when your moving date is scheduled. If any questions come up let me know.

Mary

From: Brian Naftal [mailto:bnaftal@usa.net]
Sent: Tuesday, October 03, 2006 12:26 PM

To: Daly, Mary E NAB02 **Subject:** RE: Self-Move

Dear Mary,

You should have my fax by now, I assume everything is in order. I got your message and E-mail. I guess the easiest thing would be to let your company do the moving because there is no incentive for me to do it cheaper. If I am wrong let me know.

Regards,

Brian

----Original Message----

From: Daly, Mary E NAB02 [mailto:Mary E.Daly@nab02.usace.army.mil]

Sent: Tuesday, October 03, 2006 10:06 AM

To: bnaftal@usa.net Subject: Self-Move

Brian.

I have to correct what I told you earlier. Per my voice-mail I just left you, for a self-move you would still have to get 2 moving estimates and submit them to my office. The Government would review them and you would receive the lower of the 2 estimates. The Government estimate is a baseline estimate that would be used in comparing the 2 you submit.

If you choose to have Alpha move you, you would not have to get any other estimate. The cost of that estimate would be used because of the shortness of time there is for you to move. If you pay Alpha at the time of the move the Government would reimburse you; if Keystone does not have these funds to pay up front the Government would coordinate with Alpha moving to bill the Government for the move.

Let me know if you have any questions on the above.

Mary

Daly, Mary E NAB02

From:

Lewis, Susan K NAB02

Sent:

Tuesday, October 03, 2006 11:21 AM

To:

Daly, Mary E NAB02

Subject:

RE: Cornell-Dubilier Superfund Site

They would be eligible based on the rental under the new lease. They just need to submit this as part of their claim.

From: Sent:

Daly, Mary E NAB02

Tuesday, October 03, 2006 9:54 AM

To:

Lewis, Susan K NAB02

Subject:

Cornell-Dubilier Superfund Site

Şue,

In regard to Keystone Plastics, their lease at the displacement site was from 15 Oct 2005 to 15 Oct 2006 @\$3,500/mo. Their lease at the replacement site is 15 Oct 2006 to 14 Oct 2008 @\$4,000/mo. Are they automatically entitled to receive the difference in rent up to the \$10,000 cap over the 2 years as a reestablishment cost under increase in operations or is there other criteria to consider for the increase such as inflation, etc?

Thanks,

Mary



Date: Monday, October 16, 2006

To: U.S.A.C.E Mary Daly

Phone:

Fax: 410-962-0866

From: Keystone Plastics Inc

Brian Naftal

Phone: 908-561-1300 Fax: 908-561-3404

Pages:

Subject:

FAX NO. : 1 973 3298878



INDUSTRIAL SERVICES COMPANY Fabrication - Rigging - Warehousing

October 6, 2006

Keystone Plastics Brian Naftal 3451 South Clinton Avenue -South Plainfield, NJ 07080

Project 333 Hamilton Blvd Warehouse Relocation

Scope of Work

Rig out the machinery and equipment and stage in another warehouse (within 50 miles).

The machinery includes \$

- Winder
- Grinder
- Roll Former

Rigging Price: \$ 2,430 Load 10/11 trailers with skildded materials and deliver to the destination warehouse. Trucking & Labor Price: \$ 22,435

Total Price: \$ 24,865

Thank you for the opportunity to quote this project, if you have any questions please call. Regards,

lack Finnigan and Bob Katz

FROM : WEIGHBRIDGE IND RIGGING

FAX ND. : 1 973 3288878

Oct. 13 2006 03:05PM P3



October 10, 2006

Keystone Plastics Brian Naftal 3451 So Clinton Avenue South Plainfield, NJ 07080

Subject: Warehouse relocation

Dear Brian,

Move machinery from the Hamilton Blvd warehouse in South Plainfield to another warehouse to within 50 miles). Move a grinder, winder and roll former along with the raw material stock and/or finished goods.

The move will require men at both locations and approximately 14 truck loads @ 1800 per load therefore the moving price would be \$25,200 plus the flat bed price and machinery move of \$2,150 for a total price of \$ 27,350

We would have a coordinator on-site to answer any questions and direct the move, if you have any questions please call.

Thank you,

)elonemy



Daly, Mary E NAB02

From:

Daly, Mary E NAB02

Sent:

Monday, October 16, 2006 10:13 AM

To:

'Brian Naftal'

Subject:

RE: Keystone

Attachments: Moving Form.doc

Hi Brian,

Please fax (410-962-0866) me your copies of the moving estimate. There is an option available to you on paying the moving company if you are having a professional mover move you:

- 1) if your company has the funds to pay them, upon completion of the move send me the invoice and my office will reimburse your company
- 2) if you do not have the funds to pay the bill up front, let me know and the Corps will have the moving company invoice us directly and we will pay the moving company directly upon completion of the move and receipt of the invoice

Are you having a moving company do the move or are you doing a self-move?

I am attaching the form to use for reimbursement of moving and other related expenses. If you would like me to meet with you to discuss the forms, moving/relocation issues, etc. let me know and we can set something up for this week or next.

Mary

From: Brian Naftal [mailto:bnaftal@usa.net]
Sent: Monday, October 16, 2006 8:54 AM

To: Daly, Mary E NAB02 **Subject:** RE:Keystone

Dear Mary,

Good morning I trust that you had a good weekend.

I am writing to let you know that I have received 2 quotes from moving companies. I am looking to get this move completed by 10-31-06.

The moving companies are asking how they will get paid and when. Could you give me details on your pay policies.

Regards,

Brian

----Original Message----

From: Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]

Sent: Tuesday, October 03, 2006 10:06 AM

To: bnaftal@usa.net

Subject: Self-Move

Brian,

I have to correct what I told you earlier. Per my voice=mail I just left you, for a self-move you would still have to get 2 moving estimates and submit them to my office. The Government would review them and you would receive the lower of the 2 estimates. The Government estimate is a baseline estimate that would be used in comparing the 2 you submit.

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Let me know if you have any questions on the above.

Mary

U. S. Army Corps of Engineers

Claim-for Actual Reasonable Moving and Related Expenses

Businesses, Nonprofit Organizations and Farm Operations

See Page 3 for Privacy Act Statement . before completing this form

before completing this form		
AGENCY NAME PROJECT NAME		TRACT NUMBER
U.S. Army Corps of Engineers Cornell-Dubilier	Superfund Site	N/A
NAME UNDER WHICH CLAIMANT CONDUCTS OPERATIONS: CLAIM ON BEHALF Keystone Plastics		BER OF PERSON FILING
Address From Which Claimant Moved:	Address To	Which Claimant Moved:
Date First Occupied Property:	Date Move	Starton.
Pale First occupied Floperty.	Date Move	
· · · · · · · · · · · · · · · · · · ·] Partnership	[]Farm Operation []Nonprofit Organization an emplanation)
COMPUTATION OF PAYMENT:		
ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$	\$
(2) Storage Costs	\$	<u>\$</u>
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	ş
(6) Other (attach explanation)	Š	\$
(7) Total Amount Claimed	\$	\$
(8) Amount Previously Received (if any)	\$	Š
(9) Amount Requested	\$	\$
advisory services or relocation payments authorized by the Property Acquisition Policies Act of 1970 (as amended), a States citizen or national, or an alien lawfully present below must be completed in order to receive any benefits constitutes certification. Select either Unincorporated or Incorporated:	a "displaced per in the United S	son" must be a United States. The certification
[] Unincorporated Businesses, Farms, or Nonprofit Organ	nizations:	
The business, nonprofit organization, or farm, commonly	cnown as	
occupies the property at	· · · · · · · · · · · · · · · · · · ·	
For each unincorporated business, farm, or nonprofit organization	anization, list	each owner:
		C Theory of the Control of the Contr
or nonprofit organization, hereby certify that all indivi- nationals, or are aliens lawfully present in the United S	iduals are eithe	
(May be signed by the principal owner, manager, or operation an ownership interest)	ting officer on	Signature and Date behalf of other persons with
[] Incorporated Businesses, Farms, or Nonprofit Organia	zations:	
The business, nonprofit organization, or farm, commonly occupies the property at	known as	
I hereby certify that the corporation listed above is au States.	thorized to con	duct business in the United
	*	
Signature and Date Title		

Supporting Data for Storage Cost:

IS THIS	S A FINA	T CI	AIM FO	R STORAG	ΞE?	[]	Y	ES	[] NO)					
DATE MO	OVED TO	STOR	AGE:					DAT	E. M	OVED	FROM	STORAGE			 	
NAME &	ADDRESS	OF	STORAG	E COMPAI	ΛĀ										 	
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Should	Payment	Be	Made D	irectly	to	Storage	C	ompany:	ĺ	i	YES		[] NO	 	

ITEM	AMOUNT	FOR AGENCY USE
\		ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	the state of the s	\$

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$.	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(15)	(c)	(₫)	(é)	(£)	(g)
(a)	Fair Market	Proceeds	Value Not	Estimated	Amount	For Agency
Identify Personal	Value for	From Sale	Recovered By	Cost of	Claimed	Use Only
Property for Which	Continued Use		Sale	Moving Old	(Lesser of	
Payment for Actual	at Present	1	(b) minus (c)	Property -	(d) or (e)	
Direct Loss is Requested	Location			Agency enter		
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	Š	S	s	\$	\$	\$

PART 2	(b)	(c)	(đ)	Primary Street at 12		(e)
(a)	Actual	Proceeds	Net Cost of	44 (4)(3)		For Agency
Identify Substitute	Cost of	From Sale or	Substitute Personal		450	Use Only
Property for Which Payment is Requested	Substitute Property	Trade-In of Property	Property			
is reduested	Delivered	That Was	(b) minus (c)	July Section	a constitut	
•	and	Replaced	,	1.00		
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	at New				The material	
·	Location	*	A	新科斯斯特别	6	
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TOTAL (Add all entries			ena.		\$	\$
in Parts 1 and 2)		7 7 7 7 7 4 1 1				
Cost of Effort to Sell	10.	for the second		40000	\$	\$
Property						
Total Amount Claimed		Z TYTY WAS ALL		HIGH AVERS	\$	\$
(Add lines 1 & 2. Enter on	The beautiful and		100 100		,	
Line 4 of Page 1-						· '
Computation)	1000	Could be be the			<u> </u>	A. T

Claimant's Release of Personal Property: I/We release to the Agency property remaining on the real property.

Signature

Date

Determination of Reestablishment Expenses: (attach separate sheets, as needed)										
Identification of Type of	Name, Address & Telephone	Pay to	Pay to	Amount	Agency					
Work Performed	Number of Contractor	Contractor	Claimant	Claimed	Use Only					
				\$	\$.					
				\$	\$					
				\$	\$					
Control of the Contro				Ŕ	Ś					

TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1) Eligible Moving and Related Expenses:

- 1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for
- a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.

2. Packing, crating, uncrating, and unpacking the personal property.

3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.

4. Storage of the personal property, as the Agency determines to be reasonable and necessary.

- 5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
- 6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
- 7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.

8. Relettering signs and replacing stationary made obsolete as a result of the move.

9. Searching for a replacement location.

10. Actual direct loss of tangible personal property.

11. Providing utilities from the right-of-way to improvements on replacement site.

12. Purchase of substitute personal property.

- 13. Peasibility surveys, soil testing and marketing studies.
- 14. Impact fees or one-time assessments for anticipated heavy utility usage.

15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

- 1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
- 2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.

3. Construction or installation of exterior signs to advertise the business.

4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.

5. Advertisement of replacement location.

6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

- 1. Loss of good will.
- 2. Loss of profits.
- 3. Loss of trained employees.
- 4. Personal injury.
- 5. Interest on money borrowed to make the move or purchase the replacement property.
- 6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
- 7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
- 8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

and	complete	and that	I (we)	have not b	een paid	for thes	e expenses	by any	otner source.	
		enter como el manero acceso este como este en e			****					
SIG	NATURE	OF CLAIM	ANT(s) &	: DATE:		NAME &	TITLE (Ty	pe or	Print)	

Daly, Mary E NAB02

From:

Daly, Mary E NAB02

Sent:

Monday, October 16, 2006 2:46 PM

To:

'Brian Naftal'

Subject: RE: Keystone

Brian,

I received the 2 estimates - thank you. If you do not intend to use Alpha Moving, but are going with a professional mover, of these 2 you submitted you would have to use the lower of the 2 bids, in this case Weighbridge. If you intend to do a self-move, the Corps would reimburse you for the lower of the 2 bids, again Weighbridge.

As soon as you decide what type of move you will be choosing, please let me know so my office can prepare to assist you as necessary.

Thanks,

Mary

From: Brian Naftal [mailto:bnaftal@usa.net]
Sent: Monday, October 16, 2006 1:36 PM

To: Daly, Mary E NAB02 **Subject:** RE: Keystone

Dear Mary,

Thank you for the info I will send in the quotes for moving from the 2 companies.

Regards,

Brian

----Original Message

From: Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]

Sent: Monday, October 16, 2006 10:13 AM

To: Brian Naftal

Subject: RE: Keystone

Hi Brian,

Please fax (410-962-0866) me your copies of the moving estimate. There is an option available to you on paying the moving company if you are having a professional mover move you:

- 1) if your company has the funds to pay them, upon completion of the move send me the invoice and my office will reimburse your company
- 2) if you do not have the funds to pay the bill up front, let me know and the Corps will have the moving company invoice us directly and we will pay the moving company directly upon completion of the move and receipt of the invoice

Are you having a moving company do the move or are you doing a self-move?

I am attaching the form to use for reimbursement of moving and other related expenses. If you would like



Mary

From: Brian Naftal [mailto:bnaftal@usa.net]
Sent: Monday, October 16, 2006 8:54 AM

To: Daly, Mary E NAB02 **Subject:** RE:Keystone

Dear Mary,

Good morning I trust that you had a good weekend.

I am writing to let you know that I have received 2 quotes from moving companies. I am looking to get this move completed by 10-31-06.

The moving companies are asking how they will get paid and when. Could you give me details on your pay policies.

Regards,

Brian

----Original Message----

From: Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]

Sent: Tuesday, October 03, 2006 10:06 AM

To: bnaftal@usa.net Subject: Self-Move

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Let me know if you have any questions on the above.

Mary



190856134



Date: Monday, October 16, 2006

To: U.S.A.C.E

Mary Daly

Phone:

Fax: 410-962-0866

From: Keystone Plastics Inc

Brian Naftal

Phone: 908-561-1300

Fax: 908-561-3404

Pages:

Subject:

1908561

Claim for Actual Reasonable Moving and Related Expenses Businesses, Nonprofit Organizations and Farm Operations

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement before completing this form

		* **	
AGENCY NAME PROJE	CT NAME	The state of the s	TRACT NUMBER
U.S. Army Corps of Engineers Cornell	-Dubilier Su	perfund Site	N/A
272 173			
OT TOTAL CONTRACTOR OF THE PARTY OF THE PART	ADDRESS & T	elephone nume	ER OF PERSON FILING
Keystone Plastics	ON BEHALF O	F CLAIMANT:	•
Address From Which Claimant Manada			
1 333 HAWITLON BIND		1355 W. FR	Which Claimant Moved:
SOUTH PRINFIELD, NJ 0 7080		PLANFIELD,	
Date First Occupied Property:	The second of th	Date Move S	
		Date Move Co	
TYPE OF OPERATION: [/] Business [] No	mprofit Organi		
TYPE OF CWEERSHIP: [] Sole Proprietorship [] Co	rporation []	Partnership [Nonnecett Organitarity
DODG OF A THE AND THE PARTY OF	r 140 (TE	"No", BEESCh at	explanation)
DOWS CLAIMANT INTEND TO REESTABLISH? [/]YES	[]2	NO ·	
The state of the s		TOTAL STREET, T.	
COMPUTATION OF PAYMENT:			
ITEM		AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	5	24,865	
(2) Storage Costs	S	47,00J	\$ 24,865.
(3) Reasonable Search Expenses	6		
(4) Actual Direct Loss of Personal Proper	ty and s		\$
SUBSTITUTE Personal Property			1
(5) Reestablishment Expenses	Š	**************************************	\$
(6) Other (attach explanation)	S		Š
(7) Total Amount Claimed	\$	24,865	\$24.865
(8) Amount Previously Received (if any)	s		S S
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Certification of Eligibility for Relocation Pay advisory services or relocation payments author	ments and Ser	vices: To mia	I for for well-
advisory services or relocation payments author Property Acquisition Policies Act of 1970 (as a	rized by the U	niform Relocat	ion Assistance and past
States citizen or narional	managery, or or	rabraced DelBOI	" wust be a United
below must be completed in order	y present in the	the United Stat	es. The certification
CONSTITUTES CATE (figstion	windyare, IOI	TE STANGENTS OF	this claim form
Select either Unincorporated or Incorporated:	•		
Unincorporated Businesses, Farms, or Monpr	ofit Organizat	iona:	1 to 1
The business, nonprofit organization, or farm,	mornia i la		
occupies the property at	COMMOUTA KNOWN	as	
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For each unincorporated business, farm, or nonport	rofit organiza	tion, list eac	h owner:
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I, AB			- Proper Section Control Contr
or nonprofit organization, hereby certify that a pationals, or are aliens lawfully present in the	all individual	S are either H	of the business, farm,
mationals, or are aliens lawfully present in the	≥ Valted State	81_	miceu States Citizens or
(May be signed by the principal owner manage	22. 44 2.3		Signature and Date
(May be signed by the principal owner, manager, an ownership interest)	or operating	officer on beh	alf of other persons with
	and the second s		
Incorporated Businesses, Farms, or Nonprofi	t Organization	as .	
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The business, nonprofit organization, or farm, or complete the property at 3	ommonly known	AS KEYSTO	VE PLASTICS TOLE
hereby certify that the property at 3	THE SOUTH	LINTON AVE	SO PRINFIELD NT DTORO
hereby certify that the corporation listed about the corporation listed ab	We is authoria	led to some	
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1501m 1410 11-2-06		•	
Signature and Dite	MANAGER		



INDUSTRIAL SERVICES COMPANY Fabrication - Rigging - Warehousing

Invoice

Date: 10/30/06 Invoice # PM 002486

Bill To

Keystone Plastics Inc. Brian Naftal 3451 South Clinton Ave. South Plainfield, NJ 07080

Terms - Due Upon Receipt

Description

Rig out machinery, load skidded raw materials, finished goods and other support equipment from South Plainfield warehouse, transport and off-load and place in new Plainfield warehouse.

Thank you for your business		
Triedlik And Int. And propriess	and the same of th	 _Total \$ 24,865

Daly, Mary E NAB02

From:

Daly, Mary E NAB02

Sent:

Thursday, October 19, 2006 9:32 AM

To:

'Brian Naftal'

Subject: RE: Keystone

Good Morning, Brian,

Once you complete the move fill out and sign the claim form I sent you, attach a copy of the paid invoice, fax it to me at 410-962-0866 and put the original in the mail to me. I will process the request for payment when I receive the fax and it should take about 10 business days to get you the reimbursement.

Let me know if you have questions on the form or any other issue in connection with your move.

Mary

From: Brian Naftal [mailto:bnaftal@usa.net]
Sent: Thursday, October 19, 2006 8:20 AM

To: Daly, Mary E NAB02 **Subject:** RE: Keystone

Dear Mary,

We are going to begin our moving into our new warehouse next weekend 10-28. We will pay Weighbridge directly. How long will it take to get reimburse?

Regards,

Brian

----Original Message----

From: Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]

Sent: Monday, October 16, 2006 10:13 AM

To: Brian Naftal

Subject: RE: Keystone

Hi Brian,

Please fax (410-962-0866) me your copies of the moving estimate. There is an option available to you on paying the moving company if you are having a professional mover move you:

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Dear Mary,

Good morning I trust that you had a good weekend.

I am writing to let you know that I have received 2 quotes from moving companies. I am looking to get this move completed by 10-31-06.

The moving companies are asking how they will get paid and when. Could you give me details on your pay policies.

Regards,

Brian

----Original Message----

From: Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]

Sent: Tuesday, October 03, 2006 10:06 AM

To: bnaftal@usa.net **Subject:** Self-Move

Brian,

I have to correct what I told you earlier. Per my voice-mail I just left you, for a self-move you would still have to get 2 moving estimates and submit them to my office. The Government would review them and you would receive the lower of the 2 estimates. The Government estimate is a baseline estimate that would be used in comparing the 2 you submit.

If you choose to have Alpha move you, you would not have to get any other estimate. The cost of that estimate would be used because of the shortness of time there is for you to move. If you pay Alpha at the time of the move the Government would reimburse you; if Keystone does not have these funds to pay up front the Government would coordinate with Alpha moving to bill the Government for the move.

Let me know if you have any questions on the above.

Mary

Claim for Actual Reasonable Moving and Related Expenses

U. S. Army Corps of Engineers

Businesses, Nonprofit Organizations and Farm Operations

Signature and Date

		•
See Page 3 for Privacy Act Statement before completing this form		· ·
ν		
AGENCY NAME PROJECT NA	MTE.	TRACT NUMBER
U.S. Army Corps of Engineers Cornell-	Oubilier Supertur	1 Ste N/A
NAME UNDER WHICH NAME, ADDR	ess & telephone num	BER OF PERSON FILING
CLAIMANT CONDUCTS OPERATIONS: CLAIM ON B	EHALF OF CLAIMANT:	
		Which Claimant Moved:
Address From Which Claimant Moved:	Address To	which Claimant moved:
Date First Occupied Property:	Date Move &	Started:
	Date Move C	Completed:
TYPE OF OWNERSHIP: []Sole Proprietorship []Corpora	· · · · · · - · · · · · · · · · · · · · · · · · · ·	
COMPUTATION OF PAYMENT:	AMOUNT	FOR AGENCY USE ONL
(1) Moving Expenses	\$	\$
(2) Storage Costs	Š	s
(3) Reasonable Search Expenses	To the statement of the state o	\$
(4) Actual Direct Loss of Personal Property a		Š
Substitute Personal Property		` *
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	s
(7) Total Amount Claimed	\$	Š
(8) Amount Previously Received (if any)	\$	\$.
(9) Amount Requested	\$	\$
Certification of Eligibility for Relocation Payment advisory services or relocation payments authorized Property Acquisition Policies Act of 1970 (as amend States citizen or national, or an alien lawfully probelow must be completed in order to receive any ben constitutes certification. Select either Unincorporated or Incorporated: [] Unincorporated Businesses, Farms, or Nonprofit	by the Uniform Relocated), a *displaced persent in the United Statefits. Your signature	ation Assistance and Real son' must be a United tates. The certification
The business, nonprofit organization, or farm, communication occupies the property at		<u> </u>
For each unincorporated business, farm, or nonprofi	t organization, list e	each owner:
I,, as or nonprofit organization, hereby certify that all nationals, or are aliens lawfully present in the Un	individuals are either	of the business, farm,
(May be signed by the principal owner, manager, or an ownership interest)	operating officer on l	Signature and Date behalf of other persons wi
[] Incorporated Businesses, Farms, or Nonprofit 0	rganizations:	
The business, nonprofit organization, or farm, common occupies the property at	only known as	
I hereby certify that the corporation listed above States.	is authorized to condu	uct business in the United

EXHIBIT 6-13

Title

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE	? [] YE	S [] NO		•
DATE MOVED TO STORAGE:		DATE MOVED F	ROM STORAGE:	
NAME & ADDRESS OF STORAGE COMPANY	: <u> </u>		<u></u>	
Should Payment Re Made Directly t	o Storage Co	manie []	VPC	1 10

ITEM	T C	AMOUNT		FOR	AGENCY USE
			10	DNLY	
Monthly Rate for Storage	\$				
Number of Months in Storage		TOTAL BUILD	. 1	-	
Total Storage Costs	\$		· :	}	
Amount Previously Received (if	any) \$			3	•

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time=# hours () x hrly earnings rate	\$	\$
(\$		
(2) Transportation-consult Agency for allowable rate	\$	\$
per mile	The second control of	
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(b)	(c)	(d)	(e)	(f)	(g)
(a)	Fair Market	Proceeds	Value Not	Estimated	Amount	For Agency
Identify Personal	Value for	From Sale	Recovered By	Cost of	Claimed	Use Only
Property for Which	Continued Use		Sale	Moving Old	(Lesser of	
Payment for Actual	at Present	,	(b) minus (c)	Property -	(d) or (e)	
Direct Loss is Requested	Location			Agency_enter		·
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	Ś	s	s	Ś	s	Ś

and the statement of th						·=- · · ·
PART 2	(p)	(c)	(d)			(e)
(a)	Actual	Proceeds	Net Cost of			For Agency
Identify Substitute	Cost of	From Sale or	Substitute			Use Only
Property for Which Payment	Substitute	Trade-In of	Personal			
is Requested	Property	Property	Property		3-4-6	:
	Delivered and	That Was Replaced	(b) minus (c)			
	Installed	Replaced				
	at New	1 .	•		77.7	
t e	Location			100		
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
And the second second second second	124.5	4. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7.		100		
TOTAL (Add all entries	F.Sh	10.0	and the same of th		\$	\$
in Parts 1 and 2)	22.5	34341	A STORY OF THE STORY	S. Daniel and S. Daniel		
Cost of Effort to Sell					\$	\$
Property	2 6 6 6 6 6 6 6 6					a
Total Amount Claimed			T VICE		\$	\$
(Add lines 1 & 2. Enter on	7			1		
Line 4 of Page 1-			194	L		
Computation)	259 .		Control Son	and the discount	ì	

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature Date

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
The second secon				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amoun	nt, or \$10,000, whichever is les	s, on Line 5, Pa	age 1)	Ś	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.

2. Packing, crating, uncrating, and unpacking the personal property.

3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.

4. Storage of the personal property, as the Agency determines to be reasonable and necessary.

- 5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
- 6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
- 7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.

8. Relettering signs and replacing stationary made obsolete as a result of the move.

- 9. Searching for a replacement location.
- 10. Actual direct loss of tangible personal property.
- 11. Providing utilities from the right-of-way to improvements on replacement site.

12. Purchase of substitute personal property.

- 13. Feasibility surveys, soil testing and marketing studies.
- 14. Impact fees or one-time assessments for anticipated heavy utility usage.
- 15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

- 1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
- 2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
- 3. Construction or installation of exterior signs to advertise the business.
- 4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.

5. Advertisement of replacement location.

6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

- 1. Loss of good will.
- 2. Loss of profits.
- 3. Loss of trained employees.

4. Personal injury.

- 5. Interest on money borrowed to make the move or purchase the replacement property.
- 6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
- 7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
- 8. Costs for storage of personal property on real property already owned or leased by the displaced person.

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Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

					* * * * * * * *****									
SIGNATURE	OF	CLAIMANT(s)	&	DATE:			NAME	& T	CITLE	(Type	or	Print)		
													. '	•
			v			·	** . ** * **	·	oner a princer a					

TO BE COMPLETED	BY AGENCY:		e e e e e e e e e e e e e e e e e e e		
Payment Action	Amount of	Signature		Name (Type or Print)	Date
Account to the constitution of the constitutio	Payment	<u> </u>		tigat de le tre contrato a de accese do la contrato con a de contrato de contrato de contrato de contrato de c	
Recommended	\$	1		De la comitación de la	20th 20 manns
Bronger, or any order of the second				e a a company and a second and a company	The contract of the contract o
Approved	\$			The second to the second secon	and the second second second second second
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TX REPORT *******

TRANSMISSION OK

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CONNECTION ID

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PGS. SENT

5

RESULT

OK

Bailtimorie District US ARMY Corps of Engineers

Fax Transmittal

Date 11/06/2006

From: Mary Daly

Civil Projects Support

Branch

Real Estate Division Fax: (410) 962-0866

Phone: (410) 962-5136

Total No. of Pages Including Cover Page 5

To: Brian Naftal

Name: Keystone Plastics_

Fax No.: 908-561-3404 Tel No: 908-561-1300_

MEMO Per my email today attached are the 4 pages I need you to sign where checkmarks are, fax back to me and put originals in the mail. If you have any questions, please email or call me at 410-962-5136. Sorry for any Thanks, Mary Daly inconvenience.

BAILTIMORE DISTRICT US AIRMY CORPS OF ENGINEERS

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RELOCATION DATA WORKSHEET										
		PART I -	PROSPE	CTIVE APPL	ICANT DATA					
PROJECT Cornell-Dubilier El Superfund Site	lectronics	RELOCATION Mary Daly	ASSIST	ANCE REPRE	SENTATIVE	APPLIC	CATION/REM	IIS NUMBER		
PROSPECTIVE APPLICA	ANT(S)	*		ANY OTHERS	APPLICABLE			N		
NAME: Keystone Plas				Ŋ	IAME	RELAT	ONSHIP	SEX & AGE		
AGE: ADDRESS: 333 Hamilt	ton Blvd. ield, NJ 070	222			* •					
PHONE: (H)		(W) 908-561-1	.300	·	<u> </u>			,		
	PART II - PROPERTY ACQUISITION DATA									
TRACT NO. BRIE	F DESCRIPT	ION OF PROPE	RTY ACC	UIRED: N/A				4		
DATE NEGOTIATIONS	INFO BROCH	IURE	DATE C	OFFER	DATE OFFER ACC	CEPTED	DATE POS	SESSION		
INITIATED	FURNISHED		SIGNEI			-	REQUIR	,		
ELIGIBILITY:	[x] YES	[] NO	<u> </u>				30 Nove	mber 2006		
1 180-DAY OWNER/O	000 [] 00	0-DAY OWNER/	/naa	r 1 90_ma	ע חיבאנאשיי [עַ]	DITETME	SS/FARM/NO	M_DDAGTT		
[] MH/LAND OWNER					CCUPANT OWNER		OTHER	M-FROETI		
INTEREST HELD BY A				To the second se						
[] OWNER	X) TENAN	T (AMOUNT OF	RENT I	PAID:\$3,500	/mo.)DATE OCCUI	PANCY A	emt signei	:10/01/05		
INTEREST ACQUIRED I	BY GOVERNME	NT: []		[] EASE		[] []	EASE			
SALVAGE RETAINED:	IF YES, DE	SCRIBE SALV	AGE TO	BE RETAINE	D AND AMOUNT:	· · · · · ·				
APPRAISED VALUE DWELLING/HOMESITE DT TRACT ACQUIRED ACQUISITION AMOUNTED BREAKOUT						TRUOM		RABLE HSG D/AMOUNT		
APPLICANT RESIDES ON PROPERTY: [] YES [X] NO	IF NO, EXI Applicant	PLAIN: operates a	busines	s on the s	ite.					
		DATE		NATURE (OF BUSINESS ACQ	UIRED (DESCRIBE)	:		
DWELLING OCCUPIED				[] PROF	IT [] NON-PRO	FIT	[] FARM			
BUSINESS/FARM/NPO COMMENCED	10/01/05									
STRUCTURE VACATED	28 Oct 200	06		BUSINESS	PLANS TO RE-ES	TABLISH	:[X] YES	[] NO		
RELOCATIONS	RESIDENTIA	AL:			BUSINESS/N		TT/FARM:			
ASSISTANCE	[] MOVE	TYPES NG DIFFERENT	PT % T.	, .	[] IN LII			• .		
BENEFITS DISCUSSED WITH	[] CLOSII		CLAL .	<pre>(X) ACTUAL MOVE (X) RE-ESTABLISHMENT</pre>						
DISPLACEE(S) -	[] RECON	NECTION FEES			[] LICENS	E VERI	TICATION			
		ASE AGREEMEN	rt .		[] BUSINI					
	[] DEED	•	•		[] TAX FO		г ь ,			
DATE 8/2/06	[] OTHER	(i.e. TENANT	BENEFI	(TS)	[] FINANC			·		
DISPLACEE							I	WORK NUMBER:		
QUESTIONS - INTERVIEW NOTES			•			. ,	Lime	NOMBER.		
	DISPLACEE	(S) SIGNATUR	RE:			<u></u>	DATE:			
I (we) hereby attest that the										
information contained in this										
Relocation Data	- Company of the Comp	The second secon		· 1		 				
Worksheet is correct.						01 7 00 1 277, 17 200 00 - 00				

TRACT NO. PART III - PROPERTY TO BE RELOCATED							
	BRIEF DESCRIPTION	(attach inventory if necessary	ary)				
HOUSEHOLD FURNISHINGS	The same of the sa	The second secon	Committee of the control of the cont				
BUSINESS EQUIPMENT & FIXTURES							
FARM EQUIPMENT	·····						
LIVESTOCK							
NON-PROFIT ORGANIZATION PROPERTY							
MISCELLANEOUS (EXPLAIN)		The state of the s					
	; .						
SITE OF PROPOSED RELOCATION:			DISTANCE				
1355 W. Front St. Pla	INFIELD NEW	Jersey	pipinte				
Investigation by an authorized represen	The Control of the Co	N District, Corps of Engineer	rs, has				
established:							
Date Occupied:Replacement Dwelling;							
Address of Replacement Site: 1355	W. Front St., Pla.	infield, New Jerse	/				
							
Date Replacement Site Obtained:	Amount Paid to Purc	nase Replacement Site: \$ 48,0	100/4r.				
Date DSS Inspection Performed on Replac	•		· /				
Replacement Site Located Out of Floodpl above the '77 & 100 year floodplain?	ain: [] YES [] NO		area built				
If acquisition was a business or farm, unit? [] YES [] NO	did the acquisition amo	unt include payment for a dwe	elling				
Amount spent for rehabilitation, if nec comparable, decent, safe, and sanitary:		replacement dwelling to make	it				
Duplication [] will or [] will not r	esult from allowance of	application.	* !				
Applicant moved from tract as a result	•		hè				
Project, or as said tract, dated:	a result of a written	order from the Government to	vacate				
Recommendations as to each item in the	application and factual	information to support the	i				
recommendations are attached.	apprication and ractain						
RECOMMENDATIONS: Applicant(s) is/are being displaced for relocation benefits:	project purposes and i	s/are requesting the following	ng				
IAW §24, 49 CFR,							
1AW \$24, 49 CFR,			•				
FUTURE APPLICATIONS:	and the same and t	PREVIOUS PAYMENTS & A	AMOUNT:				
ATTACHMENTS:		TIEVIOUS INITIATIO & F					
		MOMENT DATE A					
		TOTAL PAID: \$	•				
			·				
APPLICANT(S) LEGALLY RESIDE IN THE UNIT	ED STATES [] YES [] NO SIGNATURE OF RELOCATION ADV	TSOR:				
MAND AND IIID		The series of th					

Supporting Data for Sto	rage Cost:						-			
IS THIS A FINAL CLAIM F DATE WOVED TO STORAGE:_				[]	NO OVED FR	OM STORAGE:_	•.	 		
NAME & ADDRESS OF STORAGE COMPANY:										
Should Payment Be Made	Should Payment Be Made Directly to Storage Company: [] YES [] NO									
ITEM	The second secon		T ****** **** **	AMO	UNT	Teller or extension in annual arrange of the same is a same in the	ÖNLY	R AGENCY USE		
Monthly Rate for Storag Number of Mondis in Sto			\$		-		<u> </u>			
Total Storage Costs			\$	- ***********			\$	The second secon		
	Amount Previously Received (if any) \$ \$ Description of Preperty Stored (List may be attached):									
Determination of Reasonable Amount of Search Expenses: AMOUNT CLAIMED FOR AGENCY USE ONLY										
(1) Searching Time-# h	The other factors in the case of their real residence of the contract of the case of the c	ly earr	nings :	rate	\$	MI CIMIRED	\$	JI USE UNIII		
(\$) =	<u> </u>					·				
(2) Transportation-cons per mile	Agency for	r allov	wable:	rate	\$		\$			
(3) Lodging-Dates:		Attach		pts)	\$		\$			
(4) Fees Paid to Real E (5) Cost of Meals	state Broker	or Ager	it		\$		\$ \$			
(6) Other Expenses-Spec	ify and attach	n recei	ipts)	\$ \$ \$ age 1 \$			\$			
(7) TOTAL SEARCHING EXP	ENSES-Enter or	n Line	3 of :	Page 1	\$		\$			
separately each item fo	Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items.									
PART 1	(b) Fair Market	Procee	(c)	(d Value N		(e) Estimated	(f)	(g) For Agency		
Identify Personal	Value for	From		Recover		Cost of	Claimed	Use Only		
Property for Which Payment for Actual	Continued Use at Present			Sale (b) min	us (c)	Moving Old Property -	(Lesser of (d) or (e)			
Direct Loss is Requested	Location					Agency enter				
	\$	\$		\$		\$	\$	\$		
	\$	\$		\$		\$	Š	\$		
a to the second of the second	\$	\$		\$		\$	\$	\$		
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					1					
PART 2 (a) Identify Substitute Property for Which Payment is Requested	Property Delivered and Installed	Proceed From Sa Trade- Propert That Wa Replace	ds ale or In of ty as	Net Co Substi Person Proper (b) mi	st of tute al			(e) For Agency Use Only		
•	at New Location		٠.							
* ***	\$	\$		\$	· · · · · · · · · · · · · · · · · · ·	\$ \	\$	\$		
	\$	\$		\$		\$	\$	\$		
	\$	\$		\$		\$	\$	\$		
	\$	\$		\$		\$	\$	\$		
		,	A-PA		0.7190	er adam (Harasa)				
TOTAL (Add all entries in Parts 1 and 2)							\$	\$		
Cost of Effort to Sell Property		1					\$	\$		
Total Amount Claimed (Add lines 1 & 2. Enter on				1 4 4 4 T			\$	\$		
Line 4 of Page 1- Computation)			1							
Claimant's Release of I property remaining on t			I/We r	elease	to the		ship of all	personal		
Signature						Date				

PAGE 2 of 3

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amoun	nt, or \$10,000, whichever is les	s, on Line 5, P	age 1)	\$	\$

Eligible Moving and Related Expenses:

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2. Packing, crating, uncrating, and unpacking the personal property.

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- 6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
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8. Relettering signs and replacing stationary made obsolete as a result of the move.

9. Searching for a replacement location.

10. Actual direct loss of tangible personal property.

11. Providing utilities from the right-of-way to improvements on replacement site.

12. Purchase of substitute personal property.

- 13. Feasibility surveys, soil testing and marketing studies.
- 14. Impact fees or one-time assessments for anticipated heavy utility usage.

15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

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- 4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
- 5. Advertisement of replacement location.
- 6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

- 1. Loss of good will.
- 2. Loss of profits.
- 3. Loss of trained employees.
- 4. Personal injury.
- 5. Interest on money borrowed to make the move or purchase the replacement property.
- 6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
- 7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
- 8. Costs for storage of personal property on real property already owned or leased by the displaced person.

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Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

٤	3	T	CI	TZ.	T	UI	E.	C	T	CL	A Th	AN	r (g)	E DA	TE:

NAME & TITLE (Type or Print)

TO BE COMPLETED BY AGENCY:

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$24,865	Mary Daly	MARY DALY	
Approved	\$	0 0		

BALTIMORE DISTRICT US AIRMY CORPS OF ENGINEERS

Fax Transmittal

Date 11/06/2006

From: Mary Daly

Civil Projects Support

Branch

Real Estate Division Fax: (410) 962-0866

Phone: (410) 962-5136

Total No. of Pages Including Cover Page 5

To: Brian Naftal Name: Keystone Plastics_

Fax No.: 908-561-3404 Tel No: 908-561-1300

MEMO Per my email today attached are the 4 pages I need you to sign where checkmarks are, fax back to me and put originals in the mail. If you have any questions, please email or call me at 410-962-5136. Sorry for any

Att. Mary Dels

inconvenience.

Thanks, Mary Daly

Daly, Mary E NAB02

From:

Brian Naftal [bnaftal@usa.net]

Sent:

Monday, November 06, 2006 12:32 PM

To:

Daly, Mary E NAB02

Subject: RE: Signatures Needed

Keystones tax id # is 221476437. Thank you B

----Original Message---

From: Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]

Sent: Monday, November 06, 2006 11:50 AM

To: Brian Naftal

Subject: RE: Signatures Needed

Brian.

What is your Tax ID number?

Mary

From: Brian Naftal [mailto:bnaftal@usa.net] **Sent:** Monday, November 06, 2006 10:59 AM

To: Daly, Mary E NAB02

Subject: RE: Signatures Needed

Please send me a address for yourself

Brian

----Original Message----

From: Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]

Sent: Monday, November 06, 2006 10:34 AM

To: bnaftal@usa.net

Subject: Signatures Needed

Brian,

I just found out that our auditors are requiring each page of the form to be signed when processing the relocation reimbursement. I am faxing you the following 4 pages:

- 1) Exhibit 6-10 - sign and date at bottom where checkmark is
- Exhibit 6-10(a) fill in information where checkmarks are
- 3 & 4) Exhibits 6-13(a) and (b) sign and date at bottom of page where each checkmark is

Please fax to me at 410-962-0866 and put the originals in the mail. Sorry for any inconvenience.

Thanks.

Mary



DEPARTMENT OF THE ARMY BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS P. O. BOX 1715 BALTIMORE, MD 21203-1715

November 06, 2006

Real Estate Division
Civil Projects Support Branch

Environmental Protection Agency, Region II ATTN: Mr. Peter Mannino, 290 Broadway New York, New York 10007

Dear Mr. Mannino:

Per your request, in connection with the Cornell-Dubilier Superfund Project, Borough of South Plainfield, Middlesex County, New Jersey, enclosed please find copies of the relocation claim, moving estimates, and invoice/receipt(s) for The Furniture Exchange and Keystone Plastics. If you have any questions regarding the enclosed, don't hesitate to contact me at 410-962-5136.

Sincerely,

SIGNED.

Mary Daly Realty Specialist, Civil Projects Support Branch Real Estate Division

2 Enclosures

DALY/CENAB-RE-C/25136 My 11/6/06

KEYSTONE PLASTIC

Claim for Actual Reasonable Moving and Related Expenses Businesses, Nonprofit Organizations and Farm Operations

19085613

See Page 3 for Privacy Act Statement before completing this form

σ.	S.	ALBY	Corps	of	Engineer
----	----	------	-------	----	----------

U.S. Army Corps of Engineers Cornell-Dubilier		TRACT NUMBER
	Superfund Site	N/A
VAME UNDER WHICH NAME ADDRESS (
CLAIMANT CONDUCTS OPERATIONS: CLAIM ON BEHALF	E TELEPHONE NUMBI	ER OF PERSON FILING
Eystone Plastics	Or CHATMANT;	
ddress From Which Claimant Moved:	Address To W	hich Claimant Moved:
333 HAMILTON BLVD	1355 W. FRO	NT ST
SOUTH Plainfield, NJ 0 7080	PLANFIELD,	
ate First Occupied Property:	Date Move St	
The second secon	Date Move Co	
YPE OF OPERATION: [/] Business [] Monprofit Or	rantzation []	Farm Oromation
	[]Pärtnership [If "Mo", ättäch an]NO	Nonprofit Organization explanation)
OMPUTATION OF PAYMENT:		
AND	AMOUNT	FOR AGENCY USE ON
1) Moving Expenses	\$ 24,865	\$ 24,865.
2) Storage Costs	\$	\$
3) Reasonable Search Expenses	\$	\$
4) Actual Direct Loss of Personal Property and	\$	Solution in a land of discount vision and a solution in a
ibstitute Personal Property		
6) Reestablishment Expenses	\$	\$
6) Other (attach explanation)	\$	Ş
7) Total Amount Claimed	\$ 24,865	\$24,865
3) Amount Previously Received (if any)	\$	\$
9) Amount Requested	\$24,865	\$24,865
dvisory services or relocation payments authorized by the roperty Acquisition Policies Act of 1970 (as smended), states citizen or national, or an alien lawfully present	displaced person	" must be a United
stes citizen or national, or an alien lawfully present clow must be completed in order to receive any benefits institutes certification. Legal either Uniscorporated or Incorporated: Unincorporated Businesses, Farms, or Nonprofit Organization, or farm, commonly known occupies the property at	in the United Star in the United Star Your signature or dizations:	n' must be a United tes. The certification n this claim form
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INDUSTRIAL SERVICES COMPANY Fabrication - Rigging - Warehousing

Invoice

Date: 10/30/06 Invoice # PM 002486

Bill To

Keystone Plastics Inc. Brian Naftal 3451 South Clinton Ave. South Plainfield, NJ 07080

Terms - Due Upon Receipt

Description

Rig out machinery, load skidded raw materials, finished goods and other support equipment from South Plainfield warehouse, transport and off-load and place in new Plainfield warehouse.

Thank you for your business		T-1-1 6 04 000
Thermy Jod for Jodi prositions		Total \$ 24,865

FROM : WEIGHBRIDGE IND RIGGING

FAX NO. : 1 973 3288878

Oct. 13 2006 03:05PM P3



October 10, 2006

Keystone Plastics Brian Naftal 3451 So Clinton Avenue South Plainfield, NJ 07080

Subject: Warehouse relocation

Dear Brian,

Move machinery from the Hamilton Blvd warehouse in South Plainfield to another warehouse to within 50 miles). Move a grinder, winder and roll former along with the raw material stock and/or finished goods.

The move will require men at both locations and approximately 14 truck loads @ 1800 per load therefore the moving price would be \$25,200 plus the flat bed price and machinery move of \$2,150 for a total price of \$ 27,350

We would have a coordinator on-site to answer any questions and direct the move, if you have any questions please call.

Thank you,

Kaith Dal amaza

FROM : WEIGHBRIDGE IND RIGGING

FAX ND. : 1 973 3288878

Oct. 13 2006 03:04PM P2



INDUSTRIAL SERVICES COMPANY Fabrication - Rigging - Warehousing

October 6, 2006

Keystone Plastics Brian Naftal 3451 South Clinton Avenue -South Plainfield, NJ 07080

Project: 333 Hamilton Blvd Warehouse Relocation

Scope of Work

Rig out the machinery and equipment and stage in another warehouse (within 50 miles).

The machinery includes !

- Winder
- Grinder'
- Roll Former

_Rigging Price: \$ 2,430 Load 10/11 trailers with skidded materials and deliver to the destination warehouse. Trucking & Labor Price: \$ 22,435

Total Price: \$ 24,865

Thank you for the opportunity to quote this project, if you have any questions please call. Regards,

Jack Finnigan and Bob Katz

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	RE OC	TATION	DATA WO	RKSHEET		**************************************	
			ECTIVE APPL				MARKET AND MARKET WINDOWS
PROJECT Cornell-Dubilier Electron Superfund Site			STANCE REPRE		APPLIC	ATION/REI	MIS NUMBER
PROSPECTIVE APPLICANT(S)				APPLICABLE	I per amr	ONSHIP	SEX & AGE
NAME: Keystone Plastics I AGE: ADDRESS: 333 Hamilton Bly S. Plainfield, N PHONE: (H)	rd.	1-1300		AME	RELIATI	UNSKIF	SEA & AUE
	a management and the second of		PERTY ACQUIS				
TRACT NO. BRIEF DESC	CRIPTION OF PR	OPERTY A	CQUIRED: N/A			· · · · ·	an and the second second
INITIATED FURNI	BROCHURE SHED	DATE	OFFER IED	DATE OFFER AC	CEPTED	REQUI	SESSION RED ember 2006
INTEREST HELD BY APPLIC	[] MH OWNER/L ANT:	AND TENA	NT [] NON-C	Y TENANT [X OCCUPANT OWNER	[1]	OTHER	ON-PROFIT
INTEREST ACQUIRED BY GOV		[] FEE	[] ĒAŠI	MENT	1		7
SALVAGE RETAINED: IF Y	SS, DESCRIBE S	MIVAGE 1	O DE KEININE		<u> </u>		
	LING/HOMESITE KOUT	DT TRA	CT ACQUIRED	ACQUISITION	AMOUNT		ARABLE HSG ED/AMOUNT
APPLICANT RESIDES IF NO ON PROPERTY: Appl	o, EXPLAIN: icant operates	a busin	ess on the s	site.	e se	<u> </u>	
DWELLING OCCUPIED	DATE		NATURE [] PROF	OF BUSINESS AC		DESCRIBE	
BUSINESS/FARM/NPO 10/0 COMMENCED	1/05	T &					
RELOCATIONS RESI ASSISTANCE [] BENEFITS [] DISCUSSED WITH [] DISPLACEE(S) - [] []	Ct 2006 DENTIAL: MOVE TYPES HOUSING DIFFER CLOSING COSTS RECONNECTION I PURCHASE AGREE DEED OTHER(i.e. TER	fees Ement		() BUSI	/NON-PRODE IEU OF AL MOVE STABLISH NSE VERINESS NAMRSHIP TY	FIT/FARM: MENT FICATION E/TYPE PE	
DISPLACEE QUESTIONS - INTERVIEW NOTES							S WORK M NUMBER:
I (we) hereby attest that the information contained in this Relocation Data Worksheet is correct.	LACEE (8) SIGN	Thy	H			DATI	-6-06

TRACT NO. PART III	- PROPERTY TO BE REI	OCATED					
	BRIEF DESCRIPTION	(attach inventory if necessary)					
HOUSEHOLD FURNISHINGS							
BUSINESS EQUIPMENT & FIXTURES	Machine	cy Raw material					
FARM EQUIPMENT	1 2021305	7,800 (7)					
LIVESTOCK							
NON-PROFIT ORGANIZATION PROPERTY							
MISCELLANEOUS (EXPLAIN)	200 - 100 -						
SITE OF PROPOSED RELOCATION: 1355 W. Frunt St., Plair	Field New	Tersey DISTANCE					
	PART IV - REMARKS						
Investigation by an authorized representates established:	ive of the HUNTINGTO	N District, Corps of Engineers, has					
Date Occupied:Replacement Dwelling;t		NP Site					
Address of Replacement Site: 1355 W.	Frant St. Pla	infield, New Jersey					
Date Replacement Site Obtained:	Amount Paid to Purc	hase Replacement Site: \$ 48,000/4r.					
Date DSS Inspection Performed on Replaceme	nt Site: Meet	s DSS Requirements? []YES []NO					
Replacement Site Located Out of Floodplain: [] YES [] NO If NO, is habitable area built above the '77 & 100 year floodplain? [] YES [] NO							
If acquisition was a business or farm, did the acquisition amount include payment for a dwelling unit? [] YES [] NO							
Amount spent for rehabilitation, if necess comparable, decent, safe, and sanitary: \$	ary, on purchase of	replacement dwelling to make it					
Duplication [] will or [] will not resu	lt from allowance of	application.					
Applicant moved from tract as a result of	acquisition of the t	ract by the Government for the					
said tract, dated:	result of a written	order from the Government to vacate					
Recommendations as to each item in the app	lication and factual	information to support the					
RECOMMENDATIONS:							
Applicant(s) is/are being displaced for pri relocation benefits:	oject purposes and i	s/are requesting the following					
IAW §24, 49 CFR,	. •						
	4.						
FUTURE APPLICATIONS:							
ATTACHMENTS:		PREVIOUS PAYMENTS & AMOUNT:					
		TOTAL PAID: \$					
APPLICANT(S) LEGALLY RESIDE IN THE UNITED	STATES [] YES [] NO					
DATE NAME AND TITLE	•	SIGNATURE OF RELOCATION ADVISOR:					
and a second		No.					

Signature

Supporting Data for Stor	aσe Cost:	•					· · · · · ·	
IS THIS A FINAL CLAIM FO	transfer of the second	í l ŸĒŚ	i f	NO			•	
DATE MOVED TO STORAGE:		. <u> </u>	DATE M		OM STORAGE:			
NAME ADDRESS OF STORAG	E COMPANY:	-		······································		Visualization and All I		
Should Payment Be Made I	rectly to Sto	orage Con	mpany: [] Y	ES	[] NO		
ITEM		·		UNT		7 T. T.	AGENCY USE	
Monthly Rate for Storage	The same of the sa	s	· · · · · · · · · · · · · · · · · · ·			S	-	
Number of Months in Stor								
Total Storage Costs	-	\$	4.9.			\$		
Amount Previously Receiv	red (if any)	may be a	tached):	Decalment		1.5		
Description of Property Stored (List may be attached):								
Determination of Reason		Search 1	Exbenses:	AMOT	INT CLAIMED	FOR AGENC	Y USE ONLY	
(1) Searching Time-# ho		y earnin	gs rate	\$,	\$		
(S) =	.			s		Š		
(2) Transportation-const	Agency ror	arrowan	ie race		·			
(3) Lodging-Dates:		ttach re	ceipts)	\$		\$		
(4) Fees Paid to Real E	state Broker o	r Agent	\$			\$		
(5) Cost of Meals (6) Other Expenses-Spec	ify and attach	receipt	s)	\$		\$		
(7) TOTAL SEARCHING EXP	enses-Enter\on	Line 3	of Page 1	\$		\$	The state of the s	
Payment for Actual Dire	t tors of Po-	ronal Pr	onerty and	Subati	tute Personal	Property	List	
constately each item for	r which amount	: Alaimed	in Column	(f) 18	more than \$5	ou. Other i	cems [,]	
may be grouped together	. The Agency w	rill advi	se on acce	ptable	method for li	sting items	# K j	
Attach additional sheet	s, as needed.					<u> </u>		
PART 1	(b)	(c)		d)	(e) Estimated	(f)	(g) For Agency	
(a) Identify Personal	Pair Market Value for	Proceeds From Sal		red By	Cost of	Claimed	Use Only	
Property for Which	Continued Use	7	Sale	.	Moving Old	(Lesser of		
Payment for Actual	at Present		(p) wi	nus (c)	Property - Agency enter	(d) or (e)		
Direct Loss is Requested	Location S	\$	\\$		\$	\$	\$	
	\$	\$	\$		\$	\$	\$	
	\$	\$	\$		\$	\$	\$	
	\$	\$	\$		\$	\$	s	
	\$	\$	\$_\		\$	\$	\$	
2.00	\$	S	\$ \$	/	\$	\$ S	s	
	\$	9	13	/ _	1.9	14	17	
	(8)	(c)		(a)	19,445 to 15,450 (40)		(ë)	
PART 2	(b) Actual	Proceeds	Net C	ost of			For Agency	
Identify Substitute	Cost of	From Sale		itute \			Use Only	
Property for Which, Payment	Substitute Property	Trade-In Property	of Perso		\		. , !	
is Requested	Delivered	That Was		inus (c)	Villa Villa de la companya de la co			
	and	Replaced			100	la de la companya de		
	Installed at New							
	Location				4.877		4	
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	\$ 5	\$	\$ \$		\$ \$	s	\$	
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	\$	\$	\$.\$	\\$	\$	
		1411						
TOTAL (Add all entries				1,4		\$	\$	
in Parts 1 and 2)						8	8	
Cost of Effort to Sell				\$7 JULY		* \	,	
Property Total Amount Claimed						8	\$	
(Add lines 1 & 2. Enter or						\	1	
Line 4 of Page 1-			77	y S			1	
Computation) Claimant's Release of	Paraot A		We release	to the	Agenry owner	ship of all	personal	
property remaining on	the real prope		pe rereast			A	* water from the state of th	
12 1 1.	111.12	- T .		-	1-01-1	(Kin)		
	אווי אינאווי			- 1		14//	*	

PAGE 2 of 3

EXHIBIT 6-13(a)

Determination of Reestablishment Expenses: (attach separate sheets, as needed) Name, Address & Telephone Amount Agency Pay to Identification of Type of Claimant Claimed Use Only Contractor Work Performed Number of Contractor Š Ś TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1) ŝ

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.

2. Packing, crating, uncrating, and unpacking the personal property.

3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.

Storage of the personal property, as the Agency determines to be reasonable and necessary.

Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if

insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).

6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.

7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.

8. Relettering signs and replacing stationary made obsolete as a result of the move.

9. Searching for a replacement location.

10. Actual direct loss of tangible personal property.

11. Providing utilities from the right-of-way to improvements on replacement site.

12. Purchase of substitute personal property.

- 13. Feasibility surveys, soil testing and marketing studies.
- 14. Impact fees or one-time assessments for anticipated heavy utility usage.
- 15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

- 1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
- 2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
- 3. Construction or installation of exterior signs to advertise the business.
- 4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
- 5. Advertisement of replacement location.
- 6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities,

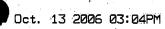
taxes, and insurance.) Ineligible Expenses:

- 1. Loss of good will.
- 2. Loss of profits.
- 3. Loss of trained employees.
- 4. Personal injury.
- 5. Interest on money borrowed to make the move or purchase the replacement property.
- 6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
- 7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
- 8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

B1	CHAIMANT (B) 6	DATES NAME & TI	TLE (Type or Print)	
TO BE COMPLETED Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$24,865	Mary Daly	MARY DALY	
Approved	\$	U , J		





INDUSTRIAL SERVICES COMPANY Fabrication - Rigging - Warehousing

October 6, 2006

Keystone Plastics Brian Naftal 3451 South Clinton Avenue South Plainfield, NJ 07080

Project: 333 Hamilton Blvd Warehouse Relocation

Scope of Work

Rig out the machinery and equipment and stage in another warehouse (within 50 miles).

The machinery includes

- Winder
- Grinder
- Roll Former

_Rigging Price: \$ 2,430 Load 10/11 trailers with skidded materials and deliver to the destination warehouse. Trucking & Labor Price: \$ 22,435

Total Price: \$ 24,865

Thank you for the opportunity to quote this project, if you have any questions please call. Regards,

ack Finnigan and Bob Katz



INDUSTRIAL SERVICES COMPANY Fabrication - Rigging - Warehousing

Invoice

Date: 10/30/06 Invoice # PM 002486

Bill To

Keystone Plastics Inc. Brian Naftal 3451 South Clinton Ave. South Plainfield, NJ 07080

Terms - Due Upon Receipt

Description

Rig out machinery, load skidded raw materials, finished goods and other support equipment from South Plainfield warehouse, transport and off-load and place in new Plainfield warehouse.

Thank you for your business Total \$ 24,865

06 NOV 14 PM 11: 55

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000 1034-121		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL						VOUCH	ER NO.
U.S. DEPARTMENT, BUI	REAU, OI	R ESTABLISHA	MENT AND LOCATION	110ED GITTE	DATE VOUCHER PREPARED			SCHEDI	II E NO
USAED, BALTII	MORI	E, ATTN:			ANTE VOCALEN PRIEPARED	Novemb	oer 7, 20		JLE NO.
Real Estate, 7t					CONTRACT NUMBER AND DAT			PAID B	Ÿ
City Crescent B									· .
10 South Howai	rd Str	eet	$\varphi_{i,j} = \varphi_{i,j} \circ \varphi_{i$		REQUISITION NUMBER AND D	ATE:			
Baltimore, MD 2	21201						· · · · · · ·		. *
PAYEE'S NAME	-	tone Plas W. Fron					The second secon		
AND			v Jersey 07063					DATE	NVOICE RECEIVED
ADDRESS	DLE	ACE EED	EV OUEOU TO D	ičinot Ni t	. 4 4 14				
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SHIPPED FROM				ТО			WEIG	HT GOVER	NMENT B/L NUMBER
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AND DATE	1	ELIVERY	· :	otion, item number of co		QUAN-			AWOUNT
OF ORDER	UH	SERVICE		., and other information		TITY	COST	PER	(1)
				W JERSEY, I	Payment for Moving elocation from 333				\$24,865.00
			Hamilton Blvd, S.						•
	,					·]			
		•	Owner: Keystone Tax ID 22147643						
(Use continuation sheet(s) if necess	sary)		(Pavee must NO	use space below)			TOTAL	\$24,865.00
PAYMENT		APPROVED	FOR		EXCHANGE RATE	-,-,-			
PROVISION	AL		\$24,865.00	•	= \$1.0	DIFFER	ENCES _	The Park Control of the Pa	
OMPLETE		BY 2	ΨΣ-1,000.00		= \$1.0	,0		7	
PARTIAL									<u> </u>
FINAL	,	SUSAN I	K. LEWIS JUL	en Klu	US)				·
PROGRESS		TITLE							
☐ ADVANCE		Environm	nental Program Ma	nager, Real I	Estate Division		4 1		
Pursuant to authority veste	ed in me,		s voucher is correct and prope		The state of the second of the				
			· · · · · · · · · · · · · · · · · · ·	•					
(DATE)			(Autho	orized Certifying Office	7 2		• .	(Title)	
044 550			·	ACCOUNTING	CLASSIFICATION				
9415FC	٠.	•				**	a de la companya de		
			· · · · · · · · · · · · · · · · · · ·						
									•
CHECK NUMBER			ON ACCOUNT	OF U.S. TREASUF	RY CHECK NUMBER				ON (Name of bank)
№					a construction of the cons	- menonomicono. e nor n _ n			
CASH				· · · · · · · · · · · · · · · · · · ·	PAYEE 3			· · · · · · · · · · · · · · · · · · ·	
1 When stated in foreign o	currency,	insert name of	currency. e combined in one person, on	o bloods as activity of	account officers to	PER		· ····	
approving officer will sig 3 When a voucher is recei	on in the : loted in the	space provided se name of a co	e combined in one person, on over his official title. impany or corporation, the nar he signs, must appear. For e	no of the nerson writin	o the company or	TITLE		. Marie Carlo Carl	<u> </u>
"Secretary," or "Treasure	er," as the	e case may be.	ne signs, must appear. For e	oxample: John Doe C	ompany, per John Smith,		·	·	
revious edition usable									

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

DETERMINATI	ON OF RELOCATION BENEFITS D	UE APPLICANT	
PROJECT: Cornell-Dubilier Superf	und Site	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
		NAME OF APPLICANT(s): Keystone Plastics, Inc.	
Date Process	sed: 06 Nov 2006	MAIL CHECK TO:	٠.
		1355 W. Front St.	
		Plainfield, NJ 07063	
Appr 10 Appost Structure		,	•
APPLICATION NUMBER REMIS No.:)			
TRACT NUMBER			
The following is a determination of re	elocation benefits due the above applic	ant under Public Law 91-646:	
1. RESIDENTIAL MOVING EXPE	# '		
	a. Fixed Payment (or)	\$	· ·
	b. Actual Reasonable Expenses	S	
2. NONRESIDENTIAL MOVING E	XPENSES (Business; Far	m : NonProfit :	•
in and the second of the secon	a. Fixed Payment (or)	\$	
	b. Actual Reasonable Expenses	•	
	(1) Moving Expenses	\$ <u>24.865</u>	· .
•	(2) Storage Expenses	3	
•	(3) Direct Loss	*	
	(4) Search Expenses	¢	
	(5) Reestablishment Expenses	The contract of the contract o	
	TOTAL	Ψ <u></u>	\$24,865
2 DEDI ACEMENT HOUSING	a. Housing Differential		9.12.14.4.S.
3. REPLACEMENT HOUSING,	b. Increased Interest	•	
HOMEOWNERS:	c. Closing Costs	9 <u></u>	
	TOTAL (Sum of a thru c, as they	φ	•
4. REPLACEMENT HOUSING,	a. Supplemental Rental Payment	<i>фргу)</i>	₽
TENANTS	b. Down Payment	•	
IENANIS	TOTAL (Sum of a or b, as appli	ad)	•
5. INCIDENTAL EXPENSES:	a. Recording Fee	\$	<u> </u>
5. INCIDENTAL EARENGES.	b. Transfer Taxes	•	
•	c. Prepayment Costs	\$	· .
	d. Prorated Real Estate Taxes	\$	
1	TOTAL (Sum of a thru d, as the	v apply)	
6. Sum approved for immediate nov	ment		s 24, 865.
or same approved to managinate hay		······································	7 Marie 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
REMARKS:			
Detail	of APPROVING OFFICIAL:	SIGNATURE VI	
SUSAN K. LEWIS Environmental Progra	•	SIGNATURE	

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					ORKSHEET	-,		- · · · · · · · · · · · · · · · · · · ·
					TCART DATA			7300 - 2 - 2 - 2 - 2 - 2
PROJECT Cornell-Dubilier E Superfund Site	lectronics	RELOCATION Mary Daly	i aseisi	ANCE REPRE	evitatios	APPLIC	Cation/Rem	is number
PROSPECTIVE APPLIC	ant (S)			ANY_OTHERS	APPLICABLE			
NAME: Keystone Pla		- 10 Maps - 1 - 1 - 10 Maps - 1			VAME	RELAT	IONSHIP	SEX & AGE
ACE: ADDRESS: 333 Hamil			ŀ					,
S. Plainf PHONE: (H)	ield, NJ 070 (80 W) 908-561-1	300				ļ	
		PART II	- PROPE	PRY ACOULT	ITION DATA			
TRACT NO. BRI	EF DESCRIPTI							
				The state of the s			•	·
DATE NEGOTIATIONS	INFO BROCH	URZ	DATE	OFFER	DATE OFFER ACC	<u>निकाम्बद्ध</u>	DATE POS	PRETON
INITIATED	FURNISHED	*	SIGNE		The same and	BE the	REQUIR	
	(x) YES	[] NO	<u> </u>			العبيي	30 Nove	Der 2006
ELIGIBILITY: [] 180-DAY CWNER/ [] MH/LAND OWNER INTEREST HELD BY	[] 201	-DAY OWNER/	OCC TENANT	[,] 90-da : [] Non-c	Y TENANT [X]		88/FARM/NO YTHER	N-PROPIT
[] OWNER		(AMOUNT OF	RENT F	AID: \$3.500	/mo.) DATE OCCUP	ANCV AC	MT STEWEN	*10/01/05
Interest acquired			FEE		MENT			110701703
SALVAGE RETAINED:					D AND AMOUNT:	<u>. j 2</u>	ASD.	
[]YES [] NO APPRAISED VALUE	DWELLING/H	OMESITE D	TRACT	ACOUIRED	ACQUISITION AM	CITION 1	DT COMPAR	PAPE NGG
A. Line spage	BREAKOUT			nogos, in	SOCIOLOGICAL PER	JUNI		O/AMOUNT
APPLICANT RESIDES ON PROPERTY: [] YES [X] NO	IF NO, EXP Applicant	operates a 1	businos	s on the a	ite.			,
DWELLING OCCUPIED		DATE	*		of Business acquire [] Non-prop		DESCRIBE):	
Business/Farm/NPO Commenced	10/01/05		_		- 12 -			
STRUCTURE VACATED	28 Oct 200	5	,	BUSINISS	PLANS TO RESERVE	ablish	(X) YES	[] 200
RELOCATIONS	RESIDENTIAL	J.	1 1 1 1 1 1		BUSINESS/N	N-PROF		
ASSISTANCE BENEFITS	[] MOVE TO	(PES DIFFERENT	LAL		[] IN LIEU [X] ACTUAL			
DISCUSSED WITH	[] CLOSING	COSTS		,	[X] RE-EST		ENT	
Displacee (8) -		ection fees be agreement			[] LICENS			
ATTENTION OF THE PARTY OF THE P] DEED	/~ MUNZDMEN.	•		[] SUSINES			
DATE 8/2/06	[] OTHER(. O. TENANT	BENEFI	rs)	[] TAX FOR			
DISPLACEE QUESTIONS - INTERVIEW NOTES		:		•			REMIS ITEM	Work Number:
I (we) hereby	DISPLACES () SIGNATURI					DATE	
attest that the information contained in this	Ba	un 1	UF				11-1	6-06
Relocation Data Worksheet is correct.							-	

TRACT NO. PA		
	RT III - PROPERTY TO BY RELOCATED	
HOUSEHOLD FURNISHINGS	BRIEF DESCRIPTION (attach inventory i	f necessary)
Toping to an experience of the second of the		
BUSINESS EQUIPMENT & FIXTURES	Madinary O	7 3 11
FARM EQUIPMENT	Machinery, Raw Mg	teliak
IVESTOCK	V	
MV Proper		-
NON-PROFIT ORGANIZATION PROPERTY		
ISCELLANEOUS (EXPLAIN)		
ITE OF PROPOSED RELOCATION:		Manager I assess the Day of
1355 W. Front St. F	Plainfield, New Jersey	DISTAN
nvestigation by an authorized rapid	PART IV - NEWARKS SENTATIVE OF the HUNTINGTON District, Corps of	
stablished:	describe of the how inglow district, Corps of	Engineers, has
ate Occupied:Roplacement Dwelli	ng:NF Site	
ddress of Replacement Site: /35	W. Front St. Plainfield, New.	Tana
	The ment of the man	1513GA
10	36.6	
ate Replacement Site Obtained:	30 Comount Paid to Purchase Replacement Site	15 48,000/4T
ite DS6 Inspection Performed on Rup	lacement Site: Meets DSS Requirements?	TVRS I lavo
placement Site Located out of Floor	Antaline of terms of the	
pove the '77 & 100 year floodplains	Coloin: [] YES [] NO If NO, is had	bitable area bui
acquisition was a hostness and came		
it? [] YES [] NO	m, did the acquisition amount include payment for	or a dwelling
nount spent for rehabilitation.	Paragrams on muscless	
nount spent for rehabilitation, if r amparable, decent, safe, and sanitar	necessary, on purchase of replacement dwelling try: \$	
mount spent for rehabilitation, if r imparable, decent, safe, and sanitar iplication [] will or [] will not	necessary, on purchase of replacement dwelling to several transfer of application.	to make it
mount spent for rehabilitation, if remparable, decent, safe, and sanitare plication [] will or [] will not plicant moved from tract as a result or project or	recessary, on purchase of replacement dwelling to result from allowance of application.	to make it
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count spent for rehabilitation, if reparable, decent, safe, and sanitare plication [] will or [] will not plication [] will or [] will not plicant moved from tract as a result project, or is tract, dated: Commendations as to each item in the commendations are attached. Commendations: plicant(s) is/are being displaced for item to be plicant(s) is/are being displaced for item t	recessary, on purchase of replacement dwelling try: \$	to make it for the ment to vacate t the collowing

EXHIBIT 6-10(a)

19085613

Claim for Actual Reasonable Moving and Related Expenses Businesses, Nonprofit Organizations and Farm Operations

See Page 3 for Privacy Act Statement before completing this form

U. S. Army Corps of Engineers

AGENCY NAME	PROJECT NAME		TRACT NUMBER
U.S. Army Corps of Engineers	Cornell-Dubilier S	uperfund Site	e N/A
NAME UNDER WHICH	NAME ADDRECT A	MAL HAROLE AND	MER OF PERSON FILING
CLAIMANT CONDUCTS OPERATIONS:	CLAIM ON BEHALF	TEPESTONE NOT	AREK OF PERSON FILING
Keystone Plastics		or continuent:	
Address From Which Claimant Moved:		Address To	Which Claimant Moved:
333 HAMILTON BLVD		1355 W. Fr	TONT ST.
SOUTH PININFIELD, NJ 6 7080	4 .0	PLANFIELD	
Date First Occupied Property:		Date Move	Started: 10/30/06
	The second secon	Date Move	Completed: 10/30/06
TYPE OF OWNERBUILD [] BUSINESS	Monprofit Orga	nization	[]Farm Operation
TYPE OF OWNERSHIP: []Sole Proprietorshi IS THIS A FINAL CLAIM? [] TES] NO 174 Jan 174) Partnership	l Nomprofit Organization an emplanation)
DOES CLAIMANT INTEND TO REESTABLISH?		NO , ALCACA	an explanation;
COMPUTATION OF PAYMENT:			·
(1) Moving Expenses		AMOUNT	FOR AGENCY USE ONLY
(2) Storage Costs		\$ 24,865	\$ 24,865
(3) Reasonable Search Expenses		<u>s</u>	\$
(4) Actual Direct Loss of Personal	angergraphers savings may come your	\$	\$
Substitute Personal Property	Property and	\$	\$
(5) Reestablishment Expenses		Š	
(6) Other (attach explanation)		\$	\$ 5
(7) Total Amount Claimed		5 24,865	the second secon
(8) Amount Previously Received (if	anvì	\$ 24,500 D	\$ 34,865
(9) Amount Requested		\$ 24,865	\$ 30 07 00
		724,005	\$ 24,865
Certification of Eligibility for Reloca advisory services or relocation payment Property Acquisition Policies Act of 19 States citizen or national, or an alien below must be completed in order to rec constitutes certification. Select either Unincorporated or Incorporated [] Unincorporated Businesses, Farms,	s authorized by the 70 (as amended), a lawfully present in eive any benefits.	Uniform Relocation Rel	ation Assistance and Real son" must be a United
The business, nonprofit organization, o	* farm. commonly kno		
	*** ******	i dina sa Sana	Testing and testin
For each unincorporated business, farm,	or nowhining ordan	zation, list e	each owner:
		week a second	
I,	, as		of the business, farm,
or nonprofit organization, hereby certi- mationals, or are aliens lawfully presen	fy that all individu nt in the United Sta	als are either	United States citizens or
(May be signed by the principal owner, ran ownership interest)	manager, or operation	g officer on b	Signature and Date sehalf of other persons with
[X] Incorporated Susinesses, Farms, or	Nonprofit Organizat	ions	
The business, nonprofit organization, or occupies the proper		N CLINION BY	E SO PHINFIELD NT DYORK
hereby certify that the corporation 1:	isted above is autho	rized to condu	ct business in the United
Signature and Dite	MANAGER		

KEYS	TONE	PLASTICS
JSACE-REAL	ESTA7	LE 💮

Supporting Data for Storage Cost:									
IS THIS A FINAL CLAIM FOR STORAGE? [] YES [] NO									
DANE MOVED TO STORAGE	·			_ DATE)		ROM STORAGE:			
NAME A ADDRESS OF STOR	UNGE COMPANY:								
Should dispuse the state of	<u>.</u>					<u> </u>			the same at the T
Should Payment Be Made	Directly to	grorage	Comp	any: (1	YES	(] NO	
ITEM		,		AMC	State:	TO YOUR BY THERE WAS IN		Po	R AGENCY THE
Monthly Rate for Stors			\$					IN LAX	
Number of Mondag in Se	Number of Months in Storage								
Total Storage Opsis Amount Previously Rece	James 12 & mark	·	\$				5		
Description of Propert	y Stored (Lis	may b	ş e att	sched) :			\$		
									<u> </u>
	E C	_		******	210	HINT CLAIMED			
(1) Searching Time-# h	data () x pr	ly ear	lings	rate	s	MAK CININGS	8		CA ARE OWTA
(\$) = (2) Fransportation-con	BU & Agonou E	-712							
DAT WITE	and where h)1. 4110)	NYDTE	IBCS	S		5		
(3) Lodging-Dates: (4) Fees Paid to Real	Rotato B	Attach	rece	pts)	5		Ş		
(5) Cost of Meals				- 11-11-1	\$		\$	-	dneed to determine
(6) Other Expenses-Spec	cify and abtac	h recei	pts)		\$		\$		
(7) TOTAL SEARCHING EX					ŧ.		8		
Payment for Astual Directory separately each item for	oct Loss of Pa	E danut	Prope	rty and	Subst	tute Personal	Dec	Dert v.	f d. m. in
separately each item for	or which amoun	t blein	ied În	Column	(£) :	more than \$	ôd.	Othor i	tens
Attach additional sheet	s, as needed.	MTTT/ 90	V150	on acces	ptable	method for 1;	stin	g items	•
PART 1	(b) Fair Market	Procee	<u> </u>	(d		·(a)		(£)	(g)
Identily Personal Property for Which	Value for	From S		Recover		Estimated Cost of	Cla	ant med	For Agency Use Chly
Payment for Actual	Continued Use at Present	1		Sale (b) min	ie čet	Moving Old Property -	(Lei	seer of	one only
Dixect Loss is Requested	Location 5				1-1	Agency enter	194)	OT (a)	
	\$	\$		\$		\$	Ş		\$
	\$	\$		\$		\$	5 S		\$
	\$	\$		5_\		5	ş	7	5
1 COLUMN A SERVICE A SERVI	\$	â		\$		\$	_\$_ \$		\$
According to a sign of the second	\$	\$		5		\$	\$	-	\$
PART 1									a sarrana i ara
(a)	(b) Actual	Proceeds		Net Cos		20 mg / 1			(e)
Identify Aubstitute Property for Which Payment	Cost of Substitute	From Sal Trade-In	e öż	Substit				313	Por Agency Use Only
18 Raquested		Property		Propert					
	4	That was		(p) wim	ur (c)				
	Installed :							10.05 2.35	
A AMERICA DE CONTRACTOR DE CON	Location	·							Į.
The state of the s	\$	}	-	\$		s \	5	, , , , , , , , , , , , , , , , , , ,	\$
dept.		\$		ŝ		-	\$		\$
1. 19 19 2 8	The second secon	\$ \$		\$		\$	\$		\$
	5			5		5	\$		\$
TOTAL (Add all entries				Berghorts		The interpretation of the second section of		CONTROLS SAME	A COLOR LABORATION
in Parts 1 and 2)		1.6			116		9	Ī	\$
Cost of Effort to Sell Property		T .(*)			1107 3		\$	\ 	5
Total Amount Claimed	200			(4) T	1.7	310			
(Add lines 1 & 2. Enter on Line 4 of Page 1-					10 TO		\$		6
Computation)			,,'			4		X	
Claimant's Release of Pe	rachel Proper	T/1	We re	lease to	the A	Serch ownersp	ip o	E all pe	rsonal
12111	TI DECORA	0.7°		•	1.7	AC an	A		
Signature	y					16-04)		¥

Determination of Reestablishment Expenses: (attach separate sheets, as needed)
Identification of Type of Name, Address a Telephone Pay to Fay to Armound ydency Work Performed Mumb Contractor Claimed Use Only TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on line 5, Page 1) Eligible Moving and Related Expenses:

a transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justicled.

2. Packing, crating, uncrating, and unpacking the personal property.

3. Disconnecting, dismantling, removing, ressembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement attrocure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the porsonal property.

- 4. Storage of the personal property, as the Apmey determines to be reasonable and necessary.
 5. Insurance for the replacement value of personal property in connection with the move and necessary atorage. Or, if insurance is not readily svailable, the replacement value of property last, Stolen, or demagod in the process of incurance is not readily available, the replacement value of property last, stoles, or damaged in the process of fouring (not due to negligence by displaced parson).

 6. Any license, permit fee or cartification required of the displaced parson at the replacement location. However, the payment may be based on the remaining uneful life of the existing license, permit, or certification.

 7. Professional services necessary for (i) planning the move of the parsonal property, (ii) moving the personal property, or (iii) installing the inlocated personal property at the replacement location.

 8. Relettering signs and replacing stationary made obsolets as a result of the move.

9. Searching for a replacement location.

- 10. Actual direct loss of tangible parsonal property.
- 11. Providing utilities from the right-of-way to improvements on replacement sits.

- 12. Purchase of substitute personal property.
 13. Fossibility surveys, boil testing and marketing studies.
- 14. Impact fees or one-time assessments for anticipated heavy utility usage.
- 15. Other moving-related expenses, as approved by the Agency. Bligible Reastablishment Expenses:
- 1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
 2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable

1. Construction or installation of exterior signs to advertise the husiness.

- 4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting,
- 5. Advantisement of replacement location.
 6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes; and insurance.)
- 1. Loss of good will.
- 2. Lass of profits.
- 1. Loss of trained employees.
- 4. Personal injury.
- 5. Interest on money borrowed to make the move or purchase the replacement property.
- 6. Purchase of office furniture, trade lixtures, manufacturing materials, supplies or product inventory (except as substitute personal property),
- 7. Any legal fac or other cost for preparing the claim for moving and related expenses or for representing the 8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Frivacy Act Metics: This form is for the use of displaced businesses, neceptofit expanizations, and form operators

Frivady Act Notice: This form is for the use of displaced businesses, nonprofit expanisations, and farm operators that wish to apply for a Fayment for Actual Reasonable Moving and Related Expanses, including Recetablishment Expanses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are alignful to choose either payment, the Agency will explain help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistence and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a rederal agency for review.

Cartification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

·.	•
The state of the s	
Mame (Type or Print)	Date
MARY DAIL	14/01/01
SUSAN R. LEWIS	11/7/06
	MARY DALY

PAGE 3 of 3



INDUSTRIAL SERVICES COMPANY Fabrication - Rigging - Warehousing

Invoice

Date: 10/30/06 Invoice # PM 002486

Bill To

Keystone Plastics Inc. Brian Naftal 3451 South Clinton Ave. South Plainfield, NJ 07080

Terms - Due Upon Receipt

Description

Rig out machinery, load skidded raw materials, finished goods and other support equipment from South Plainfield warehouse, transport and off-load and place in new Plainfield warehouse.

Thank you for your business	•	بالعادة في مستسم
THERM YOU TO YOU DUSINESS	· · · · · · · · · · · · · · · · · · ·	Total \$ 24.865

FROM : WEIGHBRIDGE IND RIGGING

FAX ND. : 1 973 3288978

Oct. 13 2006 03:05PM P3



October 10, 2006

Keystone Plastics
Brian Naftal
3451 So Clinton Avenue
South Plainfield, NJ 07080

Subject: Warehouse relocation

Dear Brian,

Move machinery from the Hamilton Blvd warehouse in South Plainfield to another warehouse to within 50 miles). Move a grinder, winder and roll former along with the raw material stock and/or finished goods.

The move will require men at both locations and approximately 14 truck loads @ 1800 per load therefore the moving price would be \$25,200 plus the flat bed price and machinery move of \$2,150 for a total price of \$ 27,350

We would have a coordinator on-site to answer any questions and direct the move, if you have any questions please call.

Thank you,

Keith Dei-erenzo

FROM : WEIGHBRIDGE IND RIGGING

FAX NO. : 1 973 3288878





INDUSTRIAL SERVICES COMPANY Fabrication - Rigging - Warehousing

October 6, 2006

Keystone Plastics Brian Naftal 3451 South Clinton Avenue South Plainfield, NJ 07080

Project: 333 Hamilton Blyd Warehouse Relocation

Scope of Work

Rig out the machinery and equipment and stage in another warehouse (within 50 miles).

The machinery includes

- Winder
- Grinder*
- Roll Former

Rigging Price: \$ 2,430

Load 10/11 trailers with skidded materials and deliver to the destination warehouse.

Trucking & Labor Price: \$ 22,435

Total Price: \$ 24,865

Thank you for the opportunity to quote this project, if you have any questions please call.

Regards,

lack Finnigan and Bob Katz

Daly, Mary E NAB02

From:

Daly, Mary E NAB02

Sent:

Wednesday, November 08, 2006 9:59 AM

To:

Lewis, Susan K NAB02

Subject: RE: Keystone Plastics - Reimb Increased Cost of Operations

Tracking: Recipient

Lewis, Susan K NAB02 Read: 11/8/2006 10:02 AM

Sue,

Keystone is renting from the same owner at the new site as it had at the old. The 2 leases are the same/contain the same clauses. Payment of the utilities, common area maintenance, attorney's fees, taxes, assessments, alarm charges and late fees are in addition to the monthly rent.

Unless you indicate otherwise, given the above I will email the owner at Keystone to advise him he is eligible to be reimbursed up to \$10,000 for this expense.

Mary

From: Lewis, Susan K NAB02

Sent: Tuesday, November 07, 2006 3:00 PM

To: Daly, Mary E NAB02

Subject: RE: Keystone Plastics - Reimb Increased Cost of Operations

Unless there is a significant difference in square footage, we wouldn't need to consider it. We do need to know if the rent we are comparing is "apples to apples" - do either include utilities, etc. I just want to make sure we advise them of this potential benefit if it applies.

From: Daly, Mary E NAB02 **Sent:** Tue 11/7/2006 2:56 PM To: Lewis, Susan K NAB02

Subject: Keystone Plastics - Reimb Increased Cost of Operations

Sue,

How does that work - is it just the difference in the amount of rent? I have his 2 leases (each was/is for 2 yrs.) and there is a \$500/month difference in the rent, now \$4,000/was \$3,500. For 2 years that's \$12K, which we would cap at the \$10K. Is any other criteria considered, for instance what if Keystone has a larger space and how would I know that, or does that even matter if there was nothing else available and Keystone had to settle for that since they had to be out by 30 Nov 06.

Mary



DEPARTMENT OF THE ARMY BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS P. O. BOX 1715 BALTIMORE, MD 21203-1715

November 15, 2006

Real Estate Division Special Projects Support Branch

Mr. Brian Naftal Keystone Plastics, Inc. 3451 South Clinton Avenue South Plainfield, New Jersey 07080

Dear Mr. Naftal:

Enclosed please find U. S. Treasury Check No. 8736-01404240 in the amount of \$24,865 as full reimbursement for the moving services provided by Weighbridge Industries to Keystone Plastics, Inc. from 333 Hamilton Boulevard, South Plainfield, New Jersey to 1355 West Front Street, Plainfield, New Jersey, in connection with the Cornell-Dubilier Superfund Site. If you have any questions on the above or on other reimbursement issues regarding your relocation, please don't hesitate to contact Ms. Mary Daly at 410-962-5136.

Sincerely,

SIGNED.

Susan K. Lewis Environmental Program Manager Real Estate Division

Enclosure

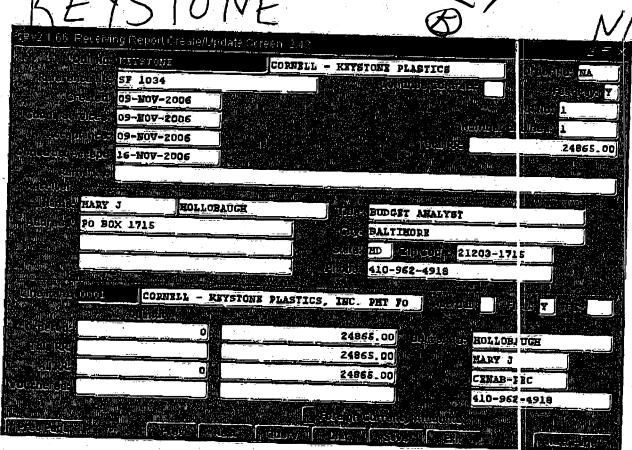
DALY/CENAB-RE-C/5136 MO 11/15/06 LEWIS/CENAB-RE-S

PAGE

02

· 4. [...]

STONE



esse fed ex deck.

Track Shipments Detailed Results



Tracking number Signed for by Ship date Delivery date

853104313208 D.CUNNINGHAM Nov 15, 2006 Nov 16, 2006 9:24 AM

Delivered to Service type

Receptionist/Front Desk Priority Envelope

Status

Delivered

Date/Time	200	Activity	Location	Details
Nov 16, 2006	9:24 AM	Delivered		
·	8:55 AM	Departed FedEx location	NEWARK, NJ	
•	8:20 AM	On FedEx vehicle for delivery	EDISON, NJ	
	7:22 AM	At local FedEx facility	EDISON, NJ	•
	6:22 AM	Arrived at FedEx location	NEWARK, NJ	,
	3:46 AM	Departed FedEx location	MEMPHIS, TN	
Nov 15, 2006	8:52 PM	Left origin	LINTHICUM HEIGHTS, MD	
	4:57 PM	Picked up	LINTHICUM HEIGHTS, MD	

Signature proof	E-mail results	Track more shipments

Subscribe to tracking updates (optional)

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Sender's RE-C Phone (410) 779-7916	FedEx 2Day FedEx Express Saver Third business day FedEx Express Saver
Company US ARMY CORPS OF ENGINEERS	4b Express Freight Service Packages over 150 lbs. **15 most locations
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Try online shipping at fedex.com	8 Sign to Authorize Délivery Without a Signature
By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that link our liability. Questions? Visit our Web site at fedex.com or call 1,800,G0FedEx 1,800,463,3338.	By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims. SiSs Rev. Date 11/03-Part #195279-©1954-2003 FedSx-PRINTED IN U.S.A

11/15/04

CENAB-RE-C

Request for Overnight Mail Service

Mr. Brain No	ftal			
RECIPIENT'S NAME			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	PHONE NUMBER
Keyston Plas	tics I	Inc.		a
COMPANY NAME			SUITE OR	ROOM NUMBER
3451 South C	linton	Avenu	e	
EXACT ADDRESS **NO P.O. BOX	ŒS**	ramanova agama ayanar	- All Marks of the Superior Control of the Superior Co	
South Plainfield	Hews	ersed		07080
CITY	STAT	E	,	ZIP CODE

POC FOR THIS ACTION IS:

Mary Daly x 5136 Cubicle 7600-M

Daly, Mary E NAB02

From: Daly, Mary E NAB02

Sent: Wednesday, November 15, 2006 8:28 AM

To: 'Brian Naftal'

Subject: RE: Relocation Benefits

Good Morning, Brian,

No problem - when you do receive it fax it along with your claim forms and send the original in the mail. I have already processed your claim for the move and expect to receive the check either today or tomorrow. If today, I will Fed -ex it to your attention at the new site - 1355 W. Front St., Plainfield, NJ 07063. Otherwise, I am out of the office tomorrow for meetings, and will send it out Friday. If there is a different address than the one above, please let me know.

Mary

From: Brian Naftal [mailto:bnaftal@usa.net]
Sent: Tuesday, November 14, 2006 4:24 PM

To: Daly, Mary E NAB02

Subject: RE: Relocation Benefits

Dear Mary,

I am still waiting to get the copy of the lease. The people that we are renting from is an extremely unprofessional group. Please excuse the wait. I will hopefully have it by Friday. Would we be able to get a check for the first part of the move? We already laid out a lot of money.

Thank you,

Brian

----Original Message----

From: Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]

Sent: Thursday, November 09, 2006 1:54 PM

To: bnaftal@usa.net

Subject: Relocation Benefits

Brian.

We want to advise you of a potential benefit under reestablishment expenses for which Keystone Plastics may be eligible for reimbursement. In accordance with the Uniform Relocation Assistance regulations, 49 CFR Part 24.304 (a)(6) Estimated increased costs of operation during the first 2 years at the replacement site for such items as lease or rental charges; personal or real property taxes; insurance premiums; and utility charges, excluding impact fees, payment not to exceed \$10,000, is one of the eligible reestablishment expenses.

Your leases indicate that you were paying \$3,500/month just for rent at the displacement site and are now paying \$4,000/month just for rent at the replacement site. In my review of the leases it appears we are comparing apples to apples, except for the \$500 difference in the rent. If that is the case and unless there is a significant difference in square footage, Keystone may be eligible for reimbursement up to \$10,000 for increased cost of operations.

To apply for this benefit you would need to submit the same claim form you did for the moving expense reimbursement. On Exhibit 6-13 fill in line item #5 Reestablishment Expenses.

If you have questions on this or need additional claim forms email or call me at 410-962-5136.

From:

Brian Naftal [bnaftal@usa.net]

Sent:

Friday, November 10, 2006 7:38 AM

To:

Daly, Mary E NAB02

Subject: RE: Relocation Benefits

Dear Mary,

Good morning and happy Friday. At your conveignce could you call me at 908-295-8039.

Regards,

Brian

----Original Message-----

From: Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]

Sent: Thursday, November 09, 2006 1:54 PM

To: bnaftal@usa.net

Subject: Relocation Benefits

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If you have questions on this or need additional claim forms email or call me at 410-962-5136. Mary

11/13/06

Spoke w Brian. Ulvered him to send in the 2 forms people dong
9:35 an with the figurature page of the new lease. He willfax That
with the figurature page of the new lease. He willfax That
wife to me today Homowow. He indicated that the area rented may
be about 1,000 Ag. H. larger than his previous place, fur it's impossible
to find the lyard squarefortage in the market as a fire they could
afford.

From:

Daly, Mary E NAB02

Sent:

Thursday, November 09, 2006 1:54 PM

To:

Brian Naftal (bnaftal@usa.net)

Subject:

Relocation Benefits

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Mary

From:

Brian Naftal [bnaftal@usa.net]

Sent:

Wednesday, November 22, 2006 10:30 AM

To: Subject:

Daly, Mary E NAB02 RE: Relocation Benefits

Good Morning and happy thanks giving,

I have received my copy of the signed lease. At your conveiance please give me a call a 908-295-8039 so I can make sure that my paper work is correct and we do this once. Thank you again for your help.

Regards,

Brian

----Original Message----

From: Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]

Sent: Wednesday, November 15, 2006 8:28 AM

To: Brian Naftal

Subject: RE: Relocation Benefits

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Mary

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To: Daly, Mary E NAB02

Subject: RE: Relocation Benefits

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Thank you,

Brian

----Original Message----

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Sent: Thursday, November 09, 2006 1:54 PM

To: bnaftal@usa.net

Subject: Relocation Benefits

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To apply for this benefit you would need to submit the same claim form you did for the moving expense reimbursement. On Exhibit 6-13 fill in line item #5 Reestablishment Expenses.

If you have questions on this or need additional claim forms email or call me at 410-962-5136.

Mary

From:

Hollobaugh, Mary NAB02

Sent: To:

Wednesday, December 13, 2006 10:34 AM Daly, Mary E NAB02; Milligan, Chris NAB02

Subject:

RE: Check for Keystone Plastics (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

Mary & Chris,

I'm not sure what is going on with the check requests. I did the requests last week and sent them to Millington. I heard Monday from Mary C. that there were some changes in personnel at Millington last week or this week. I have to check it out and see if that is the problem. From what CEFMS is telling me, none of the checks I requested went out.

Chris - Haddon Storage did go out because it went directly to their office and I have that automatically set up in the system as a re-occurring payment.

>From:

Daly, Mary E NAB02

>Sent:

Wednesday, December 13, 2006 10:20 AM

>To: Hollobaugh, Mary NAB02

>Subject:

Check for Keystone Plastics

>Good Morning, Mary,

>Do you know/can you check what the status is on my check request for \$10,000 to Keystone I had requested it on 29 Nov 06 and was expecting it on 7 Dec 06 but it has Plastics? not yet come in.

>Thanks,

>Mary

>Classification: UNCLASSIFIED

>Caveats: NONE

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The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to fumish this information will hinder discharge of the payment obligation.

, ,	DETERMINAT	TION OF RELOCATION BENEFITS D	DUE APPLICANT	
PROJECT: C	Cornell-Dubilier Super	fund Site		
	.*		NAME OF APPLICANT(s): Keystone Plastics, Inc.	
•	Date Proces	ssed: 29 Nov 2006	MAIL CHECK TO:	•
			3451 South Clinton Ave. South Plainfield, NJ 07080	
				ä
APPLICATION	N NUMBER			
REMIS No.: TRACT NUMI) BER			
		relocation benefits due the above applic	ant under Public Law 91-646:	
1. RESIDENT	TIAL MOVING EXPE	ENSES		
	4.	a. Fixed Payment (or)	·\$	
		b. Actual Reasonable Expenses	\$	
2. NONRESII	DENTIAL MOVING	EXPENSES (Business 🗵 ; Fari	m; NonProfit)	•
		a. Fixed Payment (or)	\$	
		b. Actual Reasonable Expenses	· \$	
		(1) Moving Expenses	\$ 24,865 (pod)	
		(2) Storage Expenses	, <u>\$</u>	
		(3) Direct Loss	S	
•		(4) Search Expenses	\$	•
•		(5) Reestablishment Expenses	\$ <u>10,000</u>	
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3. REPLACEN	MENT HOUSING,	a. Housing Differential	\$0	
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TENANTS		b. Down Payment	\$	
		TOTAL (Sum of a or b, as applied	?d)	\$
5. INCIDENT	AL EXPENSES:	a. Recording Fee	\$	
		b. Transfer Taxes	\$	
		c. Prepayment Costs	\$	
		d. Prorated Real Estate Taxes	\$	
		TOTAL (Sum of a thru d, as they	apply)	\$
6. Sum approv	ved for immediate pay	yment		\$ 10,000
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REMARKS:				The state of the s
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	SUSAN K. LEWIS Environmental Progra		Susan Kahus	11/30/06

		RELOC	ATIO	J DATA W	ORKSHEET		. ,	· · · · · · · · · · · · · · · · · · ·
		PART I	- PROSI	PECTIVE APPI	LICANT DATA		· · · · · · · · · · · · · · · · · · ·	
PROJECT Cornell-Dubili Superfund Site	ier Electronics	RELOCATIO	N ASSI	STANCE REPRI		APPLI	CATION/RE	MIS NUMBER
PROSPECTIVE AP	PPLICANT(S)			ANY OTHER	S APPLICABLE	·		
NAME: Keystone AGE: ADDRESS: 333 H	e Plastics Inc				NAME	RELAT	TONSHIP	SEX & AGE
S. Pl PHONE: (H)	lainfield, NJ 67	7080 (W) 908=561-;	1300				\ .	
		PART II	- PROI	PERTY ACQUIS	SITION DATA			<u></u>
TRACT NO.	BRIEF DESCRIPT	ION OF PROP	ERTY AC	EQUIRED: N/Z	A			
DATE NEGOTIATI INITIATED	FURNISHED		DATE	OFFER ED	DATE OFFER A	CCEPTED	DATE POS REQUIR	
ELIGIBILITY:	[x] YES] NO					30 Nove	mber 2006
[] 180-DAY OW		0-DAY OWNER, H OWNER/LAND			AY TENANT (X OCCUPANT OWNER	C) BUSINE	SS/FARM/NO OTHER	
[] OWNER		·	F RENT	PAID:\$3,500)/mo.)DATE OCC	JUPANCY A	SMT SIGNED):10/01/05
INTEREST ACQUI	RED BY GOVERNMEN		FEE	[] BASE	MENT		ease	· · · ·
SALVAGE RETAINI	ED: IF YES, DE	SCRIBE SALV	AGE TO	BE RETAINE	D AND AMOUNT:			
APPRAISED VALUE		IOMESITE D	T TRACT	T ACQUIRED	ACQUISITION	AMOUNT		RABLE HSG D/AMOUNT
APPLICANT RESIDENCE ON PROPERTY:		PLAIN: Operates a)	busine	ss on the s	ite.			·
DWELLING OCCUPI	IED	DATE			OF BUSINESS AC		DESCRIBE):	
Business/farm/n Commenced	NPO 10/01/05				in the second con-	W. L.	i i remi	
STRUCTURE VACAT		-		=	· •			•
RELOCATIONS	TED 28 Out 200 RESIDENTIA			BUSINESS	FLANS TO RE-E			[] NO
ASSISTANCE BENEFITS DISCUSSED WITH DISPLACEE(S) -	[] CLOSING	G DIFFERENT			() LICEN [] BUSIN	ieu of Al Move Stablishmi VSE Verifi VESS Name	ENT ICATION /TYPE	
DATE 8/2/06		i.e. TENANT	Benepi	(TS)	[] OWNER [] TAX F [] FINAN		3	
DISPLACEE QUESTIONS INTERVIEW NOT							REMIS I	Work Number:
I (we) hereby attest that the information contained in thi	B	S) SIGNATURE	MA	L			DATE:	19-16
Relocation Data Worksheet 15 Correct.		A CONTRACTOR OF THE PROPERTY O						
			_		,		-	

19085613	•		KEYSTONE	PLASTIC

TRACT NO.	PART III -	PROPERTY TO BE RELO	CATED		
		BRIEF DESCRIPTION	(attac	h inventory if necess	ary)
HOUSEHOLD FUR	NISHINGS				
4, 27, 77, 77, 77, 77, 77, 77, 77, 77, 77		Machinery and Raw	Materi	als	
FARM EQUIPMEN					
LIVESTOCK				The state of the s	
NON-PROFIT OR	GANIZATION PROPERTY	2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	<u> </u>	A	C STREET, SALES OF THE SALES OF THE STREET, SALES OF THE STREET, SALES OF THE SALES
MISCELLANEOUS	(EXPLAIN)				
King a series of the series of					
	SED RELOCATION:	- minorana va			DISTANCE
	St., Plainfield, NJ PA	ART IV - REMARKS			
Investigation cstablished:	by an authorized representative	e of the BRITIMOLE	Distr	ict, Corps of Engineer	s, has
Date Occupied	: Replacement Dwelling; x	Business; Farm;		NP Site:-	
	placement Site: 1355 w. Front S		7 -		- Carlo (a.) Supramora par
Date Replacem	ent Site Obtained: 10-Oct 06 Am	ount Paid to Purcha	se Rep	lacement Site:5 48.000	/vr
	ection Performed on Replacement		100		
Replacement S	ite Located Out of Floodylain:	Il YES Il NO			•
ALL AND A STATE OF THE	a roo year ricooptain?	LIXES [] NO	- E - 1		
If acquisition unit? [] YE	n was a business or farm, did t	he acquisition amou	int inc	lude payment for a dwe	lling
Amount spent comparable, d	for rehabilitation, if necessar ecent, safo, and sanitary: \$	y, on purchase of r	cplace	ment dwelling to make	it
Duplication	will or will not result	from allowance of	applic	ation.	
Applicant mov. CORNELL TWO said tract, de	ed from tract as a result of ac /UEL Project, or as a re ated:	quisition of the tr sult of a written o	act by order f	the Government for th	e Vacate
= 440 (MIN-MAGCEO)	as to each item in the appli	cation and factual	inform	ation to support the	
RECOMMENDATION Applicant(s)	s/are being displaced for prof	ect purposes and is	/are r	guesting the following	á.
	******		• ,		
the replacemen	i)(6)(i) . 49 CFR, Estimated in site for loase/rental charge	ncreased costs of o	perati	on during the first 2	ycars at
			4, 5.		
FUTURE APPLICA ATTACHMENTS:	ATTONS:			PREVIOUS PAYMENTS & AN	
				\$24,865 - commercial m	OVE
				TOTAL PAID: \$34,865	ţ
applicant(s) i	EGALLY RESIDE IN THE UNITED ST	Arres	1 1		
DATE	NAME AND TITLE		X YES	RE OF RELOCATION ADVIS	SOR.
11/29/06	Mary Daly, Realty Specialist			my Daly	
April 1985 April 1985			**	-0	

U. S. Army Corps of Engineers

Claim for Actual Reasonable Moving and Related Expenses

Businesses, Nonprofit Organizations and Farm Operations

See Page 3 for Privacy Act Statement before completing this form

AGENCY NAME U.S. Army Corps of Engineers	PROJECT NAME Cornell-Dubilier	Superfund Site	i Site N/A		
J.D. Filmy Corps of Ingineers		Duporrama Dico	**/ **		
NAME UNDER WHICH CLAIMANT CONDUCTS OPERATIONS:	NAME, ADDRESS & CLAIM ON BEHALF	a to the same to the same to the	BER OF PERSON FILING		
Keystone Plastics					
Address From Which Claimant Mov	ed: 0 ()	Address To	Which Claimant Moved:		
333 Hamilto	N CIVEL		W. Front St		
5.0 N	<u> </u>	Plain	Heild NT		
Date First Occupied Property:		Date Move S	tarted: 10-29-06		
			completed: (0-20-06		
TYPE OF OPERATION: [X] Business TYPE OF OWNERSHIP: [] Sole Proprieto IS THIS A FINAL CLAIM? [] YES DOES CLAIMANT INTEND TO REESTABLISH	[]NO (:				
COMPUTATION OF PAYMENT:					
ITEM	<u> </u>	AMOUNT	FOR AGENCY USE ONL		
(1) Moving Expenses		\$	\$		
(2) Storage Costs	A CONTRACTOR AND A CONT	\$	\$		
(3) Reasonable Search Expenses	· · · · · · · · · · · · · · · · · · ·	\$	s		
(4) Actual Direct Loss of Perso	nal Property and	\$	s s		
Substitute Personal Property	The state of the s	*	, T		
(5) Reestablishment Expenses		\$ 10,000	\$ 10.000		
(6) Other (attach explanation)		\$	s ID,		
(7) Total Amount Claimed		\$	\$		
(0) Amount Descripted in Descripted	/# =\				
(8) Amount Previously Received	(II dily)	1 3	I S		
(9) Amount Requested Certification of Eligibility for Readvisory services or relocation pay	slocation Payments and ments authorized by t	he Uniform Reloca	tion Assistance and Real		
(8) Amount Previously Received (9) Amount Requested Certification of Eligibility for Re advisory services or relocation pay Property Acquisition Policies Act of States citizen or national, or an abelow must be completed in order to constitutes certification. Select either Unincorporated or Inc. [] Unincorporated Businesses, Far The business, nonprofit organization occupies the present the constitute of the constitutes occupies the present the constitutes of the	slocation Payments and ments authorized by the 1970 (as amended), alien lawfully present oreceive any benefits corporated: comporated: comporated:	Services: To que the Uniform Reloca a "displaced pers in the United St. Your signature anizations:	s 10,000 talify for relocation attion Assistance and Real con" must be a United cates. The certification		
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Certification of Eligibility for Re advisory services or relocation pay Property Acquisition Policies Act of States citizen or national, or an a below must be completed in order to constitutes certification. Select either Unincorporated or Inc [] Unincorporated Businesses, Far The business, nonprofit organization occupies the p For each unincorporated business, f I, or nonprofit organization, hereby or nationals, or are aliens lawfully p (May be signed by the principal own an ownership interest) [X] Incorporated Businesses, Farms The business, nonprofit organization	slocation Payments and ments authorized by the first same of 1970 (as amended), alien lawfully present or receive any benefits corporated: corporat	Services: To que he Uniform Reloca a "displaced pers in the United St. Your signature nizations: known as	alify for relocation ation Assistance and Real con" must be a United cates. The certification on this claim form each owner: of the business, farm, United States citizens of Signature and Date behalf of other persons with the states of the persons with the perso		

Title

Supporting Data for Storage Cost:

IS THIS	S A FINAL C	LAIM FOR	STORAGE?	1 1	YES	[] NO				
	OVED TO STOP ADDRESS OF		COMPANY:			DATE	MOVED FROM	STORAGE:		* 1	
										1	
Should	Payment Be	Made Dia	rectly to	Storage	Compa	157.	l 1 YRS		I I NO		

ITEM	AMOUNT	FOR AGENCY USE
		ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		- Control of the Cont
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT	CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time # hours () x hrly earnings rate (\$) =	\$		\$
(2) Transportation-consult Agency for allowable rate per mile	\$		\$
(3) Lodging-Dates: Attach receipts)	\$	7	*\$
(4) Fees Paid to Real Estate Broker or Agent	\$ /	/	\$
(5) Cost of Meals	\$ /		\$
(6) Other Expenses-Specify and attach receipts)	\$ /		\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$ 1		Ś

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(b)	(c)	(đ)	(e)	(f)	(g)
(a)	Fair Market	Proceeds	Value Not	Estimated	Amount	For Agency
Identify Personal	Value for	From Sale	Recovered By	Cost of	Claimed	Use Only
Property for Which	Continued Use	1, 1	Sale	Moving Old	(Lesser of	
Payment for Actual	at Present		(b) minus (c)	Property -	(d) or (e)	1
Direct Loss is Requested	Location			Agency enter		
	\$	\$	\$	\$	\$	\$
	\$	\$	s	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	Ş	\$	s
	\$	\$	\$	\$	\$	s
	\$	\$	\$	\$	\$	s
	\$	Ś	s	Ś	s	8

PART 2 (a) Identify Substitute Property for Which Payment is Requested	(b) Actual Cost of Substitute Property Delivered and Installed	(c) Proceeds From Sale or Trade-In of Property That Was Replaced	(d) Net Cost of Substitute Personal Property (b) minus (c)			(e) For Agency Use Only
i i i i i i i i i i i i i i i i i i i	at New Location			10.00		
	\$	\$	\$	\$, \$	\$
in the state of th	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	_\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
- F	\$	\$	\$	\$	\$	\$
					100	
TOTAL (Add all entries in Parts 1 and 2)					\$.	\$
Cost of Effort to Sell Property					\$	\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1- Computation)					\$	\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property semaining on the deal property.

Dun UNI

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PAGE 2 of 3

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
RENT INCREASE				\$	\$ 10,000
		1	- 3-	\$	\$
	1990-1991 (1991-1991)			\$	\$
TOTAL COSTS (Enter this amoun	nt, or \$10,000, whichever is les			\$	\$
Clinible Wanter this amou	ic, or \$10,000, whichever is les	s, on Line 5, P	age 1)	\$	\$ 10,000

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.

2. Packing, crating, uncrating, and unpacking the personal property.

3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.

4. Storage of the personal property, as the Agency determines to be reasonable and necessary.

- 5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
- 6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
- 7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.

8. Relettering signs and replacing stationary made obsolete as a result of the move.

9. Searching for a replacement location.

10. Actual direct loss of tangible personal property.

11. Providing utilities from the right-of-way to improvements on replacement site.

12. Purchase of substitute personal property.

- 13. Feasibility surveys, soil testing and marketing studies.
- 14. Impact fees or one-time assessments for anticipated heavy utility usage.

15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

- 1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
- 2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.

3. Construction or installation of exterior signs to advertise the business.

4. Redecoration or replacement of soiled or worm surfaces at the replacement site, such as paint or carpeting...

5. Advertisement of replacement location.

6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

Loss of good will.

2. Loss of profits.

3. Loss of trained employees.

Personal injury.

5. Interest on money borrowed to make the move or purchase the replacement property.

- 6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
- 7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.

8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF BOUND TO BE COMPLETED	CLAIMANE () BY AGE CY:	1/-27-06	Brich N	E (Type or Print) Dattel Man	1ages
Payment Action	Amount of Payment	Signature	0 2 3 4 4 5 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	Name (Type or Print)	Date
Recommended	\$10,000.	Than Da	h	Mary Daly	11/29/06
Approved	\$ 10,000	Sunn Kley	ulo	SUSTAN K LEWIS	11/30/06

INDEX TO LEASE

BETWEEN

DSC OF NEWARK ENTERPRISES, INC. AND KEYSTONE PLASTICS CORPORATION

Article	B	D
01	Payment of Rent	Page
02	Repairs and Care	01 01
03	Compliance with the Laws	
04	Failure to Comply with the Laws	01
05	Assignment	01
06	Alterations, Improvements	01
0.7	Fire and Other Casualty	01
08	Inspection and Repair	02
09	Right to Exhibit	02
,10	Vacancy or Eviction	02
11	Repairs of Damages	02
12	Sidewalks, Driveways, Yards, Etc.	02
13	Signs	02
14	Non-Liability of Landlord	.02
15	Default of any Covenants	03
16	Priority of Mortgage	03
17	Security	03
18	Security Deposit Mortgaged, Assigned, Etc.	03
19	Fire Insurance	03
20	Remedies Tenant's Default	03
21	Miscellaneous Additional Charges	03
22	Creation of Fire Hazards	. 04
23	Removal of Tenant's Property	04
24	Non-Waiver by Landlord	04
25	Tenant's Continued Liability	04
26	Eminent Domain	04
27	Tenant's Obligation to pay Rent	05
28	Delay in Occupancy	05
29	Subordination of Lease	05
30	Warranty as to Broker	05
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32	Access to Premises	05
33	Attorney's Fees	05
34	Increase of Taxes	05 05
35	Breach of Covenant	05
36	Damage to Premises	06
37	Liability Insurance	06 06
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9	Loss or Damage Caused by Fire or any Other Risk	07
10	Landlord's Options	07
11	Examination of Premises	.07
12	Late Fees	07
13	Unforeseen Taxes	07
4	Heat	07
5	Minimum Rent	07
б	ISRA	07
7	Landlord Signature	07

THIS AGREEMENT, between DSC OF NEWARK ENTERPRISES, INC., a Delaware Corporation, having a mailing address at 70 Blanchard Street, in the City of Newark, and the County of Essex and the State of New Jersey, 07105, as Landlord, and Keystone Plastics Corporation, a New York corporation, having a mailing address 3451 South Clinton Ave., South Plainfield, NJ 07080 as Tenant;

WITNESSETH: The Landlord has let unto the Tenant and the Tenant has hired from the Landlord, the following premises: Building # 8, as designated by Landlord, 1355 West Front St., Plainfield, New Jersey commonly referred to as Plainfield Industrial Park for the term of two (2) years to commence from the fifteenth day of October, 2006 and to end on the 14th day of October, 2008 to be used and occupied only for warehouse and distribution of street cleaning brushes and other related non-hazardous uses, upon the condition and covenants following:

ARTICLE 1: PAYMENT OF RENT

The Tenant covenants and agrees to pay to the Landlord, the rent in the following manner: \$48,000.00 (forty eight thousand dollars) annually, payable \$4,000.00 on the execution and delivery of this Agreement in payment of the first month's rent, and \$4,000.00 on the fifteenth day of each and every month thereafter, payable without demand.

ARTICLE 2: REPAIRS AND CARE

The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs other than roof repairs and structural repairs which are not made necessary by any use or misuse of the Tenant, its employees, agents, and invitees, and at the end or their expiration of the term, shall deliver the rented premises in good order and condition, damages by the elements excepted.

ARTICLE 3: COMPLIANCE WITH LAWS, ETC.

The Tenant shall promptly comply with all laws, ordinances, rules, directives, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to the leased premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the leased premises during the term of the lease; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

ARTICLE 4: FAILURE TO COMPLY WITH LAWS, ETC.

In case the Tenant shall fail or neglect to comply with these statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's agents may enter and make the repairs and comply with any and all of the statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

ARTICLE 5: ASSIGNMENT

The Tenant shall not assign this lease, or sublet or sublease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any purpose deemed disreputable or extra hazardous on account of fire, under penalty of damages and forfeiture.

ARTICLE 6: ALTERATIONS, IMPROVEMENTS

No alterations, additions, or improvements shall be made in or attached to the leased premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

ARTICLE 7: FIRE AND OTHER CASUALTY

In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenantable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance and other causes beyond Landlord's control.

ARTICLE 8: INSPECTION AND REPAIR

Tenant agrees that the Landlord and Landlord's Agents, and other representatives, shall have the right to enter the premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations as may be necessary for the safety and preservation thereof, but Landlord shall not be obligated to make such inspections.

ARTICLE 9: RIGHT TO EXHIBIT

The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of the premises, or any part thereof, offering the premises, "To Let" or "For Sale", and the Tenant hereby agrees to permit the signs to remain on the premises without hindrance or molestation.

ARTICLE 10: VACANCY OR EVICTION

If the premises, or any part thereof, shall become vacant during the term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the premises as the Agent of the Tenant and receive the rent, applying the same, first to the payment of such expenses as the Landlord may have to in re-entering and then to the payment of the rent due by Tenant; Tenant shall remain liable in advance for the entire deficiency to be realized during the term of re-letting.

-ARTICLE 11: REPAIRS OF DAMAGES

Landlord may replace, at the expense of Tenant, any and all broken glass in and about the premises.

Landlord may insure, and keep insured, all plate glass in the premises for and in the name of Landlord.

Bills, for the premiums therefor shall be rendered by the Landlord to Tenant at such time as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's Agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

ARTICLE 12: SIDEWALKS, DRIVEWAYS, YARDS, ETC.

The Tenant shall neither encumber, nor obstruct the sidewalks, driveways, yards and grounds, entrance to or halls and stairs of the building, nor allow same to be obstructed or encumbered in any manner.

ARTICLE 13: SIGNS

The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever, including a real estate brokerage sign, at, in or about the entrance to the premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord or Landlord's representatives. If the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or about the premises or the building wherein the sign is situated, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

ARTICLE 14: NON-LIABILITY OF LANDLORD

It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, fire, ice or snow, or any leak or flow from or into any part of the building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

ARTICLE 15: DEFAULT OF ANY COVENANTS

If default be made in any of the covenants of this agreement, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, repossess and enjoy.

ARTICLE 16: PRIORITY OF MORTGAGE

That this lease shall not be a lien against these premises in respect to any mortgages that are now on or that hereafter may be placed against premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable further to effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

ARTICLE 17: SECURITY

The Tenant will deposit with the Landlord the sum of \$8,000.00* as security on execution of leases, for the full and faithful performance by the Tenant of all of the terms and conditions of Tenant's part to be performed, which sum shall be returned to the Tenant without interest after the time fixed as the expiration of the lease term, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bonafide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

*Represents two months rent. The deposit at no time will be less than two months rent during the term or for any renewals, options, extensions, or expansions.

ARTICLE 18: SECURITY DEPOSIT MORTGAGED, ASSIGNED, ETC.

The security deposit under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

ARTICLE 19: FIRE INSURANCE

It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and giving of such notice, this lease and the term thereof shall terminate and come to an end.

ARTICLE 20: REMEDIES TENANT'S DEFAULT

Subject to Paragraph 25, it is expressly understood and agreed that in case the premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or any and all their Departments and Bureaus, applicable to the premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the benefit

of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to Tenant five days' notice in writing of the Landlord's intention to do so, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the new date were the date originally fixed in this lease for its expiration. Such notice may be given by mail to the Tenant addressed to the leased premises. All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the demised premises.

ARTICLE 21: MISCELLANEOUS ADDITIONAL CHARGES

The Tenant shall pay to the Landlord the rent or charge, which may, during the lease term, be assessed or imposed for the water used or consumed in or on the premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed [applicable to sewage disposal and fire line charges, if any], and will also pay the expenses for the setting of a water meter in the premises should the latter be required. If such rent or charges or expenses are not so paid, the same shall be added to the next month's rent thereafter to become due.

ARTICLE 22: CREATION OF FIRE HAZARDS

The Tenant will not nor will the Tenant permit under tenant or other persons to do anything in the premises, or permit anything to be brought into the premises or to be kept therein, which will in any way increase the rate of fire insurance on the premises, nor use the premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on the building, and the Tenant agrees to pay on demand any such increase.

ARTICLE 23: REMOVAL OF TENANT'S PROPERTY

If after default in payment of rent or violation of any other provision of this lease, or the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such default, removal, expiration of lease, or vacates the premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the Tenant and shall become the property of the Landlord.

ARTICLE 24: NON-WAIVER BY LANDLORD

The failure of the Landlord to insist strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such covenant, condition or option, but the same shall be and remain in full force and effect.

ARTICLE 25: TENANT'S CONTINUED LIABILITY

In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term; such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained, or at the Landlord's option, in advance for the entire deficiency to be realized during the term of re-letting.

ARTICLE 26: EMINENT DOMAIN

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of the lease. No part of any award shall belong to the tenant.

ARTICLE 27: TENANT OBLIGATION TO PAY RENT

This lease and the obligation of Tenant to pay rent and perform all of the other covenants and agreements on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or by strikes, accidents, or by any circumstances or causes beyond the Landlord's control.

ARTICLE 28: DELAY IN OCCUPANCY

Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of that premises are not ready for occupancy, or because a prior Tenant is wrongfully holding over or any other person is wrongfully in possession or because of any other reason; in such event the rent shall not commence until possession is given or is available, but the term of the lease shall not be extended.

ARTICLE 29: SUBORDINATION OF LEASE

This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which the premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord further to effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

ARTICLE 30: WARRANTY AS TO BROKER

Tenant represents and warrants to Landlord that no broker was responsible in bringing about this agreement of lease and Landlord relies upon this representation.

ARTICLE 31: UTILITIES

No utilities or services are to be provided by Landlord other than those specifically set forth in this agreement. Electric current for any heater or sprinkler system apparatus, door motors, lighting and exit signs in common adjoining area (if any) is to supplied and paid for by the Tenant.

ARTICLE 32: ACCESS TO PREMISES

Access to premises is to be in common with other occupants of the buildings on the property subject to Landlord's rules and regulations thereon from time to time.

ARTICLE 33: ATTORNEY'S FEES

The Tenant agrees to pay as additional rent, all attorney's fees at the rate of \$150.00 per hour and other expenses, including but not limited to Landlord's employees time at the rate of \$40.00 per hour per individual with a minimum of \$100.00 per court appearance for each individual all as incurred by the Landlord in enforcing any of the Tenant's obligations under this lease.

ARTICLE 34: INCREASE OF TAXES

Should the total taxes levied on Landlord's said property increase during the term of this lease or any renewed term thereof, over taxes for 2005 then Tenant agrees to pay increase in taxes as additional rent. Such increase shall be computed and determined on the basis of the proportion which the square foot area of the demised premises bears to the total building square foot area of Landlord's property available for leasing. Such amount shall be paid within five (5) days after demand therefor by Landlord and shall be collectible as part of rent. In the event a reduction of the Landlord's property available for rental occurs for any reason after the base year, the computation of the charges due under this lease will be based on an assessment that will not reflect the reduction of property, nor will the Tenant's percentage of space rise as a result of the diminution. The taxes for the year during and following any reduction of rentable area will be

considered to be the assessment, without the reduction (if any) due to the diminution of the property, multiplied by the applicable tax rate.

ARTICLE 35: BREACH OF COVENANT

Tenant agrees to use the premises and to conduct its business in such a manner that it will not create a nuisance or disturbance to other Tenants or occupants. Tenant agrees that it will not keep any dogs on the leased premises, that no objectionable or harmful fumes, smoke, objectionable noise, dust, dirt, gas, vapor, or odor of any kind shall emanate outside of the demised premises, that no corrosion of metal or other deterioration of any form of Landlord's property shall occur to the interior or exterior of the Landlord's property as a result of the Tenant's occupancy. Should Tenant violate any provisions of this paragraph, the Landlord may, if he so elects, give Tenant ten days notice of his intention to terminate this lease and/or any renewed term thereof for breach of covenant. In that event this lease and/or any renewed term thereof, shall terminate on the date of expiration of the notice, and Tenant agrees to vacate and surrender the premises to Landlord on that date, but Tenant shall remain liable for payment of rent until the reletting of the premises or if after reasonable effort to relet the premises, until the original termination date of this lease, or until the date of expiration of any renewed term thereof, notwithstanding such earlier termination. Such notice shall be deemed sufficient if addressed to Tenant at the demised premises and mailed by Registered or Certified Mail. A qualified Chemical Engineer of Landlord's choice shall be sole judge as to whether fumes, etc., emanate outside of the demised premises, and if so, whether they are of an objectionable or harmful nature, or as to whether corrosion, or other forms of deterioration of Landlord's property, as a result of Tenant's occupancy is taking place.

ARTICLE 36: DAMAGE TO PREMISES

The Tenant shall occupy the demised premises and operate its business and work in a manner as not to damage the premises nor any of its facilities or installation. Should any damage of any kind or size take place, because of Tenant's operation or negligence, except normal wear and tear, Tenant shall forthwith diligently repair or replace with the same or a similar quality as before such damage or loss occurred, and any failure to do so will be considered a default of this lease.

ARTICLE 37: LIABILITY INSURANCE

The Tenant at Tenant's own cost and expense shall obtain or provide and keep in full force for the benefit of the Landlord during the term of this lease, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises, for injuries to any person or persons, for limits of not less than \$1,000,000.00 for injuries in any one accident or occurrence, and for loss or damage to the property of any person or persons for not less than \$500,000.00. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with the evidence of payment of premiums therefor, not less than fifteen days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium therefor. The Tenant also agrees and shall have, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, and for any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business.

ARTICLE 38: TELEGRAPH SERVICE CHARGE

The Tenant, in addition to other obligations stipulated herein, shall pay to Landlord as rent, within ten (10) days after presentation of bill, a sprinkler alarm service charge. This service provides central station supervision over building water flow for fire protection purposes. Tenant will pay to the Landlord the monthly sum of \$125.00. This charge will be subject to adjustment in the event the telegraph company

increases or decreases its charges to Landlord, and/or on a pro rata basis the square footage demised hereunder increases or decreases. Under no circumstances will the Landlord be held liable for the acts or negligence of the telegraph company. The Landlord shall have the right to terminate the service provided for in this paragraph at any time upon sixty (60) days notice to Tenant.

ARTICLE 39: LOSS OR DAMAGE CAUSED BY FIRE OR ANY OTHER RISK Notwithstanding anything to the contrary contained herein, Landlord shall not be liable to Tenant or any insurance carrier for any loss or damage caused by fire, water or any other risk insured against by fire, standard extended coverage and malicious mischief and vandalism insurance, in force at the time of such loss or damage.

ARTICLE 40: LANDLORD'S OPTIONS

If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the within lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants, at the cost and expense of the Tenant, and the cost and expense shall be payable on demand or, at the option of the Landlord, shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this lease contained.

ARTICLE 41: EXAMINATION OF PREMISES

The Tenant agrees that he has examined the premises and is familiar with their condition and that the Tenant is leasing the premises in their present condition, except as herein otherwise provided. The Tenant agrees that the Landlord has made no representations or promises with respect to the premises except as herein set forth.

ARTICLE 42: LATE FEES

Without prejudice to any other right of the Landlord under this lease, Landlord shall have the right to charge a late fee for rent and other charges paid later than five (5) days after their due date, which fee shall be five percent (5%) per month of the unpaid rent and other charges.

ARTICLE 43: UNFORESEEN TAXES

In the event any tax is levied by any governmental body, at any time during the term of the Tenant's occupancy, and in connection therewith, which is not contemplated by the parties, the obligation and payment therefor shall be borne by the Tenant, regardless of the method of collection or upon whom the tax is levied.

ARTICLE 44: HEAT

The Tenant will keep the premises sufficiently heated at all times, at his own cost and expense, to prevent freezing, water and steam damage to all sprinkler, plumbing, heating, and all other building utilities, equipment and realty.

ARTICLE 45: MINIMUM RENT

Tenant shall pay Landlord as minimum rent for the premises the sum stated in Article 1. In addition to the minimum rent, Tenant shall also pay to Landlord as additional rent those items set forth in Articles 21, 31,33,34,37,38,42,43: utilities, common area maintenance, attorney's fees, taxes and assessments, insurance, alarm charges and late fees.

ARTICLE 46: ISRA

(a) Tenant shall, at Tenant's own expense, comply with the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. and the regulations promulgated thereunder (hereinafter referred to as "ISRA"). Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all

requirements of the Bureau of Industrial Site Evaluation (hereinafter referred to as "The Bureau") of the State of New Jersey Department of Environmental Protection and Energy (hereinafter referred to as the "NJDEPE"). Should the Bureau or any other division of NJDEPE determine that a clean-up plan be prepared and that a clean-up be undertaken because of any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. Tenant's obligations under this paragraph shall arise if there is any closing, termination or transferring of operations of an industrial establishment at the premises pursuant to ISRA. In the event that the Tenant is not deemed a covered "industrial establishment," then in that event, at no expense to Landlord, the Tenant shall promptly obtain a letter of nonapplicability from the NJDEPE and submit it to the Landlord. Tenant shall indemnify, defend and save harmless Landlord from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges or hazardous substances or wastes at the premises which occur during the term of this Lease; and from all fines, suits, procedures, claims, and actions of any kind arising out of Tenant's failure to provide all information, make all submissions, and take all actions required by the ISRA Bureau or any other division of NJDEPE. Tenant's obligations and liabilities under this paragraph shall continue so long as Landlord is held responsible by any governmental authority for any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease. Tenant's failure to abide by the terms of this paragraph shall be restrainable by injunction.

(b) The Tenant's obligation to pay rent shall continue until such time as the Tenant obtains and delivers to the Landlord, a negative declaration or letter on nonapplicability as defined in the New Jersey Industrial Site Recovery Act, or such other proof, reasonably satisfactory to the Landlord, that the demised premises may be sold without violation of the New Jersey Industrial Site Recovery Act.

(c) Tenant's SIC number is 399/.

ARTICLE 47: LANDLORD'S SIGNATURE

This agreement is not binding unless approved in writing by an authorized representative of the Landlord. The Tenant on paying the yearly rent, and performing the covenants under the lease, shall and may peacefully and quietly have, hold and enjoy the premises for the term of the lease, provided, however, that this covenant is subject to Landlord retaining title to the premises. The covenants and agreements contained in this lease are binding on the parties and their respective successors, heirs, executors, administrators and assigns. The words used in the singular shall include words in the plural where the text of this instrument so requires.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this Oct day of 3, 2006.

ATTEST:	in the presence of:	BY:	
		DSC OF NEWARK ENTERPRISES,	INC.
		Anthony A. Coraci, President	4 4

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TONE PLASTICS CORPORATION

ADDENDUM TO LEASE

TENANTS: Keystone Plastics Inc. LANDLORD: DSC of Newark Enterprises, Inc. PREMISES: 333 Hamilton Blvd Bldg 8, S. Plainfield, NJ LEASE DATED: 10/ /2005

- 1. This Addendum modifies the above lease entered into between the parties. Wherever the documents may be in conflict this addendum shall prevail.
- 2. The tenant is not responsible for any maintenance or repairs on the premises except for damage or repairs caused or necessitated by the tenant. The tenant with a representative of the landlord will "walk" the premises and execute a memoranda generally describing the condition of the premises and the premises will be delivered up by the tenant in the same general condition save normal wear and tear at the end of the lease term.
- 3. The lease will run from October 15, 2005 to October 15, 2006.
- 4 At the time of the lease signing the tenant will pay \$10,500.00. Same will consist of the first months rent and two month security deposit.
- 5. Tenant is not responsible for any added rent or other landlord charges beyond the monthly rent of \$3,500.00 not including utilities; sprinkler alarm charge, late charges). There will be no personal quaranty on the lease.
- 6. Tenant EIN#22-1476437 and SIC at this site 4225.
- 7. Any brokerage fee due Resource Realty shall be paid by the Landlord.
- 8. Landlord represents the sprinkler system serving the premises is in proper working order.

The abov	e Addendum	is approved by:	•	
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BETWEEN

DSC OF NEWARK ENTERPRISES, INC. AND KEYSTONE PLASTICS CORPORATION

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THIS AGREEMENT, between DSC OF NEWARK ENTERPRISES, INC., a Delaware Corporation, having a mailing address at 70 Blanchard Street, in the City of Newark, and the County of Essex and the Sinte of New Jersey, 07105, as Landford, and Keystone Playtics Corporation, a New York corporation, having a multing address 3451 South Clinton Ave., South Pleinfield, NJ 07080 as Tenant:

WITNESSETH: The Landlord has let unto the Tenant and the Tenant has hired from the Landlord, the following premises: Building # 8, as designated by Landlord, 333 Hamilton Bivd, South Plainfield, New Jersey commonly referred to as Hamilton Industrial Park for the term of one (1) year to commence from the first day of October, 2005 and to end on the 30th day of September, 2006 to be used and occupied only for warehouse and distribution of street cleaning brushes and other related non-hazardous uses, upon the condition and covenants following:

ARTICLE I: PAYMENT OF RENT

The Tenant covenants and agrees to pay to the Landford, the rent in the following manner: \$42,000,00 (forty two thousand dollars) annually, psyable \$3,500,00 on the execution and delivery of this Agreement in payment of the first month's rent, and \$3,500,00 on the first day of each and every month thereafter, psyable without demand.

ARTICLE 2: REPAIRS AND CARE

The Teriant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs other than roof repairs and structural repairs which are not made nocessary by any use or misuse of the Tenant, its employees, agents, and invitees, and at the end or their expiration of the term, shall deliver the rented premises in good order and condition, damages by the elements excepted.

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ARTICLE 3: COMPLIANCE WITH LAWS, ETC.

The Tenant shall promptly comply with all laws, ordinances, rules, directives, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to the leased premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the leased premises during the term of the lease, and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

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ARTICLE 4: FAILURE TO COMPLY WITH LAWS, ETC.

In case the Tenant shall fail or neglect to comply with these statutes, ordinances, rules, orders, regulations and requirements or any of them, or in ease the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's agents may enter and make the repairs and comply with any and all of the statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and the case of the Tenant's failure to pay therefor, the cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

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ARTICLE 5: ASSIGNMENT

The Tenant shall not ussign this lease, or subjet or subjetse the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any purpose deemed disreputable or extra bazardous on account of fire, under penalty of damages and forfeiture.

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ARTICLE 6: ALTERATIONS, IMPROVEMENTS

No alterations, additions, or improvements shall be made in or attached to the leased premises without the consent of the Landiord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landiord.

ARTICLE 7: FIRE AND OTHER CASUALTY

In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extentive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has remered the premises unrenamable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance and other causes beyond Landlord's control.

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ARTICLE 8: INSPECTION AND REPAIR

Temps agrees that the Lundlord and Lundlord's Agents, and other representatives, shall have the right to enter the premises, or any part thereof, at all reasonable hours for the purpose of extensions the same, or making such repairs or alterations as may be necessary for the safety and preservation thereof, but Lundlord shall not be obligated to make such inspections.

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ARTICLE 9: RIGHT TO EXHIBIT

The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to here or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of the premises, or any part thereof, offering the premises, "To Let" or "For Sale", and the Tenant increby agrees to permit the signs to remain on the premises without hindrance or molestation.

do not interfere

ARTICLE 10: VACANCY OR EVICTION

If the premises, or any part thereof, shall become vacant during the term, or should the Tenant be evieted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or exherwise, without being liable to prosecution therefor, and re-let the premises as the Agent of the Tenant and receive the rent, applying the same, first to the payment of such expenses as the Landlord may have to in re-entering and then to the payment of the rent due by Tenant; Tenant shall remain liable in advance for the entire deficiency to be realized during the term of re-lening.

OWA

ARTICLE 11: REPAIRS OF DAMAGES

Landlord may replace, at the expense of Tenant, any and all broken glass in and about the premises. Landlord may insure, and keep insured, all plate glass in the premises for and in the name of Landlord. Bills, for the premisms therefor shall be rendered by the Landlord to Tenant at such time as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the premises, caused by the curelessness, negligence or improper conduct on the part of the Tenant or the Tenant's Agents or employees shall be repaired as specifyly as possible by the Tenant at the Tenant's own cost and expense.

ARTICLE 12: SIDEWALKS, DRIVEWAYS, YARDS, ETC.

The Tenant shall neither encumber, nor obstruct the sidewalks, driveways, yards and grounds, entrance to or property halls and stairs of the building, nor allow same to be obstructed or encumbered in any manner.

ARTICLE 13: SIGNS

The Tenant shall neither pince, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever, including a real estate brokerage sign, at, in or about the entrance to the premises nor any other part of some except in or at such place or places as may be indicated by the said Landlord or Landlord's representatives. If the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make my other repairs, alterations or improvements in or about the premises or the building wherein the sign is situated, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.



ARTICLE 14: NON-LIABILITY OF LANDLORD

It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, ges, water, tain, fire, ice or snow, or any leak or flow from or into any part of the building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

with the domination

ARTICLE 15: DEFAULT OF ANY COVENANTS

If default be made in any of the covenants of this agreement, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to lave again, repossess and enjoy.

After notice to cure

ARTICLE 16: PRIORITY OF MORTGAGE

That this lease shall not be a limit against these premises in respect to any morageges that are now on or that hereafter may be placed against premises, and that the recording of such moragege or morageges shall have preference and precedence and be superior and prior in lies of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable further to effect the subordination of this lease to any such moragege or morageges, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

DIA

ARTICLE 17: SECURITY

The Tenant will deposit with the Landlord the sum of \$10,500,00° as security on execution of leases, for the full and faithful performance by the Tenant of all of the terms and conditions of Tenant's part to be performed, which sum shall be returned to the Tenant without interest after the time foted as the expiration of the lease term, provided the Tenant less fully and faithfully carried out all of the tenas, covenants and conditions on the Tenant's part to be performed. In the event of a bonafide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the penefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

hotice to

*Represents three months rent. The deposit at no time will be less than three months rent during the term or for any renewals, options, extensions, or expunsions.

ARTICLE 18: SECURITY DEPOSIT MORTGAGED, ASSIGNED, ETC.

The security deposit under this lesse shall not be mortgaged, assigned or encumbered by the Tenam without the written consent of the Landlord.

N 191

ARTICLE 19: FIRE INSURANCE

It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Termin three days' notice in writing of Landlord's intention so to do and giving of such notice, this lease and the term thereof shall terminate and come to an and

ARTICLE 20: REMEDIES TENANT'S DEFAULT

Subject to Paragraph 25, it is expressly understood and agreed that in case the premises shall be descried or vacated, or if deskuit be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or any and all their Departments and Bureaus, applicable to the premises, or if the Tenant shall fale or there be filed against Tenant a petition in bankruptey or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the ocaclit of creditors or

take advantage of any insolvency act, the Lundlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to Tenant five days' notice in writing of the Landlord's intuition to do so, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the new date were the date originally fixed in this lease for its expiration. Such notice may be given by mail to the Tenant addressed to the leased premises. All nutices required to be given to the Tenant at the demised premises.

ARTICLE 21: MISCELLANEOUS ADDITIONAL CHARGES

The Tenant shall pay to the Landlord the rent or charge, which may, during the lease term, be assessed or imposed for the water used or consumed in or on the premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed [applicable to sewage disposal and fire line charges, if any], and will also pay the expenses for the setting of a water meter in the premises should the latter be required. If such rent or charges or expenses are not so paid, the same shall be added to the next month's rent thereafter to become due.

OKIAS

ARTICLE 22: CREATION OF FIRE HAZARDS

The Tenant will not not will the Tenant permit under tenant or other persons to do anything in the premises, or permit anything to be brought into the premises or to be kept therein, which will in any way increase the rate of fire insurance on the premises, nor use the premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on the building, and the Tenant agrees to pay on demand any such increase.

03691

ARTICLE 23: REMOVAL OF TENANT'S PROPERTY

If other default in payment of reat or violation of any other provision of this lease, or the expiration of this lease, the Trasmi moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such default, removal, expiration of lease, or vacates the premises prior to the issuance of the line order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the Tenant and shall become the property of the Landiord.

DHAI

ARTICLE 24: NON-WAIVER BY LANDLORD

The failure of the Landlord to insist strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances, shall not be communed as a waiver of relinquishment for the future of any such covenant, condition or option, but the same shall be and remain in full force and effect.

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ARTICLE 25: TENANT'S CONTINUED LIABILITY

In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and coverants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abundonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the coverants herein contained the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term; such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency to be realized during the term of re-letting.

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ARTICLE 26: EMINENT DOMAIN

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quest public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of the lease. No part of any award shall belong to the terant.

ARTICLE 27: TENANT OBLIGATION TO PAY RENT

This lease and the obligation of Terrant to pay rem and perform all of the other covenants and agreements on part of Terrant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States of in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or by strikes, accidents, or by any circumstances or causes beyond the Landlord's control.

copyly if promises

ARTICLE 28: DELAY IN OCCUPANCY

Landiord shall not be liable for failure to give possession of the premises upon commencement date by reason of that premises are not ready for occupancy, or because a prior Tenam is wrongfully holding over or any other person is wrongfully in possession or because of any other reason; in such event the reat shall not commence until possession is given or is available, but the term of the lease shall not be extended.

british

ARTICLE 29: SUBORDINATION OF LEASE

This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which the premises are a part. The Tenant agrees to execute, at no expense to the Landlard, any instrument which may be deemed necessary or desirable by the Landlard further to effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

DVAT

ARTICLE 30: WARRANTY AS TO BROKER

Tenant represents and warrants to Landlord that William Hettler of Resource Realty of Central New Jersey was solely responsible in bringing about this agreement of lease and Landlord relies upon this representation.

> LL +0 PM

ARTICLE 31: UTILITIES

No utilities or services are to be provided by Landlord other than those specifically set forth in this agreement. Electric current for any heater or sprinkler system apparatus, door motors, lighting and exit signs in common adjoining area (if any) is to supplied and paid for by the Tenant.

J tenant to investigate

ARTICLE 32: ACCESS TO PREMISES

Access to premises is to be in common with other occupants of the buildings on the property subject to Landlord's rules and regulations thereon from time to time.

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ARTICLE 33: ATTORNEY'S FEES

The Tenars agrees to pay as additional rent, all attorney's fees at the rate of \$150.00 per hour and other expenses, including but not limited to Landlord's employees time at the rate of \$40.00 per hour per individual with a minimum of \$100.00 per court appearance for each individual all as incurred by the Landlord in enforcing any of the Tenant's obligations under this lease.

NO

ARTICLE 34. INCREASE OF TAXES

Should the total taxes levied on Landlord's said property increase during the term of this lease or any renewed term thereof, over taxes for 2005 then Tenant agrees to pay increase in taxes as editional rent. Such increase shall be computed and determined on the basis of the proportion which the square foot area of the demised premises bears to the total building square foot area of Landlord's property available for iensing. Such amount shall be paid within five (5) days after demand therefor by Landlord and shall be collectible as part of rent. In the event a reduction of the Landlord's property available for rental occurs for any reason after the base year, the computation of the charges due under this lease will be based on an assessment that will not reflect the reduction of property, nor will the Tenant's percentage of space rise as a result of the diminution. The taxes for the year during and following any reduction of rentable area will be considered to



he the exerciment, without the reduction (if any) due to the diminution of the property, multiplied by the applicable lox rate.

ARTICLE 35: BREACH OF COVENANT

Tecont agrees to use the premises and to conduct its business in auch a manner that is will not create a nuisance or disturbance to other Tenants or occupants. Tenant ources that it will not keep any dogs on the leased premises, that no objectionable or harmful fumes, smoke, objectionable noise, dust, dirt, gas, vapor, or odor of any kind shall entirente outside of the demised premises, that no corrosion of metal or other deterioration of any form of Landford's property shall occur to the interior or exterior of the Landford's property as a result of the Tenant's occupancy. Should Tenant violate any provisions of this paragraph, the Landlord may, if he so cleats, give Tenant ten days notice of his intention to terminate this leave and/or any respond term thereof for breach of covenent. In that event this lease and/or any reserved term thereof, shall terminate on the date of expiration of the notice, and Tenant agrees to vacate and surrender the premises to Landford on that date, but Tenson shall remain liable for payment of rest until the releting of the premises or if after reasonable effort to relet the precises, until the original termination date of this lesse, or until the date of expiration of any renewed term thereof, notwithstanding such earlier termination. Such notice shall be deemed sufficient if addressed to Temant at the demised premises and mailed by Registered or Certified Mail. A qualified Chemical Engineer of Landlord's choice shall be sole judge as to whether fumes, etc., connecte conside of the demised premises, and if so, whether they are of an objectionable or harmful mature, or as to whicher corresion, or other forms of deterioration of Landlord's property, as a result of Tenant's occupancy is taking pince.

ARTICLÉ 36: DAMAGE TO PREMISES

The Tenant shall occupy the demised premises and operate its business and work in a manner as not to damage the premises nor any of its facilities or installation. Should any damage of any kind or size take piace, because of Tenant's operation or negligence, except normal wear and test. Tenant shall forthwith diligently repair or replace with the same or a similar quality as before such damage or loss occurred, and any failure to do so will be considered a default of this lease.

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ARTICLE 37: LIABILITY INSURANCE

The Tenant at Tenant's own cost and expense shall obtain or provide and keep in full force for the benefit of the Landlord during the term of this icase, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or etherwise in or about the leased premises, for injuries to any person or persons, for limits of not less than \$1,000,000,00 for injuries in any one accident or occurrence, and for loss or damage to the property of any person or persons for not less than \$500,000.00. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with the evidence of payment of premiums therefor, not less than fifteen days prior to the commencement of the term hereof or of the date when the Tenant shall emer into possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal of replacement policy with proof of the payment of the premium therefor. The Tenant also agrees and shall have, held and keep harmless and indemnify the Landlord from and for any and all cayments, expenses, 60915, attorney fees and from and for any and all claims and liability for losses or diminize to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tepant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, and for any course or maken which sever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business,

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ARTICLE 38: TELEGRAPH SERVICE CHARGE

The Tenant, in addition to other obligations subulated herein, shall pay to Landlerd as reat, within ten (10) days after presentation of bill, a telegraph service charge. This service provides central station supervision ever building water flow for fire protection purposes. Tenant will pay to the Landlerd the monthly sum of

ATTEST:

07691

(a) Tenant shall, at Tenant's own expense, comply with the Industrial Site Recovery Act, NJ.S.A. 13:1K-6 st sea, and the regulations promulgated thereunder (hereinafter referred to as "ISRA"). Tenant shall at Tensist's own expense, make all submissions to, provide all information to, and comply with all requirements of the Bureau of Industrial Site Evaluation (hereinafter referred to as "The Bureau") of the State of New lensey Department of Environmental Protection and Energy (hereinafter referred to us the "NIDEPE"). Should the Sureau or any other division of NIDEPE determine that a clean-up plan be prepared and that a cican-up be undertaken because of any spills or dischurges of azzardous substances or wantes at the premises. which occur during the form of this Lease, then Tenant shall, at Tenant's own expense, prepare and entering the required plans and financial assurances, and carry out the approved plans. Tenant's obligations under this paragraph shall arise if there is any closing, termination or transferring of operations of an industrial establishment of the premises pursuant to ISRA. In the event that the Texant is not decayed a covered "industrial establishment," then in that event, at no expense to Langlord, the Tennot shall promptly obtain a letter of nonapplicability from the NIDEPE and submit it to the Landlord. Tenant shall indemnify, defend and save harmless Landlord from all lines, suits, procedures, claims and actions of any kind crising out of or in any way connected with any spills or discharges or hazardous substances or wastes at the premises which occur during the term of this Lesse; and from all fines, suits, procedures, claims, and actions of any kind sosing out of Tenun's failure to provide all information, make all submissions, and take all actions required by the ISRA Bureau or any other division of NJDEPE. Tenant's obligations and liabilities under this paragraph shall cominue so long as Landlord is held responsible by any governmental authority for any spills or discharges of bazardous substances or wastes at the premises which occur during the term of this Lease. Tenant's figure to abide by the terms of this paragraph shall be restrainable by injunction. (b) The Tenant's obligation to pay rem shall continue until such time as the Tenant obtains and delivers to the Landlord, a negative declaration or letter on nonapplicability as defined in the New Jersey Industrial Site Recovery Act, or such other proof, reasonably satisfactory to the Landlord, that the demised premises may be sold without violation of the New Jersey Industrial Site Recovery Act. (c) Tenant's SIC number is NEED ARTICLE 47: LANDLORD'S SIGNATURE This agreement is not binding unless approved in writing by an authorized representative of the Landford. The Tenant on paying the yearly rent, and performing the covenants under the lease, shall and may penecially and quictly have, hold and enjoy the premises for the term of the lease, provided, however, that this tovernar is subject to Landlord retaining title to the premises. The coverants and agreements contained in this lease are binding on the parties and their respective successors, heirs, executors, administrators and assigns. The words used to the singular shall include words in the plural where the text of this instrument so requires. IN WITNESS WHEREOF, the parties have interchangeably set their hands and scals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto afficed, this day of . , 2005. SIGNED, SEALED AND DELIVERED in the presence of ATTEST: BY: DSC OF NEWARK ENTERPRISES, INC. Anthony A. Coraci, President

BY:

Marvin Naffal, President

From:

Daly, Mary E NAB02

Sent:

Friday, December 15, 2006 12:53 PM

To: Subject: 'Brian Naftal' RE: Keystone

Hi Brian,

Yes, the claim was approved and I requested payment. I had expected to receive it last week. When I didn't, I contacted my Finance contact. Our check issuing center in Millington, Tennessee has had some personnel changes and there is a backlog for receiving checks. I will keep checking on its status. I apologize for the delay. As soon as I receive it I will Fed=Ex it to you.

Mary

----Original Message----

From: Brian Naftal [mailto:bnaftal@usa.net] Sent: Friday, December 15, 2006 12:36 PM

To: Daly, Mary E NAB02

Subject: Keystone

Dear Mary,

I am writing to see if the approvals for the final reimbursement are completed. I would like to be finished before the end of the year. Thank you for your help.

Regards,

Brian Naftal Sales/Operations Keystone Plastics, Inc. www.keystonesweeperbrushes.com office:908-561-1300 ext.121

nextel:175*139269*18 mobile:908-295-8039



DEPARTMENT OF THE ARMY BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS P. O. BOX 1715 BALTIMORE, MD 21203-1715

December 18, 2006

Real Estate Division
Civil Projects Support Branch

Environmental Protection Agency, Region II ATTN: Mr. Peter Mannino (19th Floor) 290 Broadway New York, New York 10007

Dear Mr. Mannino:

Per your request, in connection with the Cornell-Dubilier Superfund Project, Borough of South Plainfield, New Jersey, enclosed please find copies of relocation claim forms and invoices/receipts, from the Furniture X-Change and Keystone Plastics? Copies of the leases at the replacement site for each of these tenants had previously been sent to you. If you have any questions on the above, don't hesitate to contact me at 410-962-5136

Sincerely,

Mary Daly
Realty Specialist, Civil Projects Support Branch
Real Estate Division

DALY/CENAB-RE-C/25136 /2/18/0L

2 Enclosures

Claim for Actual Reasonable

Moving and Related Expenses

Businesses, Nonprofit Organizations

U. S. Army Corps of Engineers

and Farm Operations
See Page 3 for Privacy Act Statement

before completing this form

AGENCY NAME PROJECT NAME TRACT NUMBER U.S. Army Corps of Engineers Cornell-Dubilier Superfund Site NAME UNDER WHICH NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING CLAIMANT CONDUCTS OPERATIONS: CLAIM ON BEHALF OF CLAIMANT: Keystone Plastics Address From Which Claimant Moved: Address To Which Claimant Moved: Hamilton Blue 1355 W. Front lainteild Date First Occupied Property: Date Move Started: 10-29-06 Date Move Completed:/O-TYPE OF OPERATION: [X] Business]Nonprofit Organization TYPE OF OWNERSHIP: [] Sole Proprietorship [] Corporation [] Partnership [] Nonprofit Organization []Farm Operation []NO (If "No", attach an explanation) DOES CLAIMANT INTEND TO REESTABLISH? COMPUTATION OF PAYMENT: AMOUNT FOR AGENCY USE ONLY (1) Moving Expenses (2) Storage Costs \$ (3) Reasonable Search Expenses (4) Actual Direct Loss of Personal Property and Substitute Personal Property (5) Reestablishment Expenses (6) Other (attach explanation) \$ (7) Total Amount Claimed \$ \$ (8) Amount Previously Received (if any) \$ \$ (9) Amount Requested \$ 10.000 Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form Select either Unincorporated or Incorporated: [] Unincorporated Businesses, Farms, or Monprofit Organizations: The business, nonprofit organization, or farm, commonly known as occupies the property at For each unincorporated business, farm, or nonprofit organization, list each owner: or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States: (May be signed by the principal owner, manager, or sperating officer on behalf of other persons with [X] Incorporated Businesses, Farms, or Nonprefit Organizations: The business, nonprofit organization, or farm, commonly known as occupies the property at 3U515,61 I hereby certify that the corporation listed above is authorized to conduct business in the United

PAGE 1 OF 3

Determination of Reestablishment Expenses: (attach separate sheets, Identification of Type of as needed) Name, Address & Telephone Pay to Work Performed Amount Agency Number of Contractor Contractor Claimant RENT INCREMCE Claimed Use Only Ś \$ 10,000 \$ Ś Ś Ś TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Ś Ś Page 1) Eligible Moving and Related Expenses: \$

- 1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
- 2. Packing, crating, uncrating, and unpacking the personal property. 3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
- 4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
 5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available; the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
- 6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification
- 7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
- Relettering signs and replacing stationary made obsolete as a result of the move.
- 9. Searching for a replacement location.
- 10. Actual direct loss of tangible personal property.
- 11. Providing utilities from the right-of-way to improvements on replacement site.
- 12. Purchase of substitute personal property.
- 13. Feasibility surveys, soil testing and marketing studies.
- 14. Impact fees or one-time assessments for anticipated heavy utility usage:
- 15. Other moving-related expenses, as approved by the Agency. Eligible Reestablishment Expenses:
- 1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
- 2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable
- 3. Construction or installation of exterior signs to advertise the business.
- 4. Redecoration or replacement of soiled or worm surfaces at the replacement site, such as paint or carpeting. 5. Advertisement of replacement location.
- 6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, Ineligible Expenses:

 1. Loss of good will.
- Loss of profits.
- 3. Loss of trained employees.
- 4. Personal injury.
- 5. Interest on money borrowed to make the move or purchase the replacement property.
- 6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
- 7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
- 8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (We) have not been paid for these expenses by any other source.

TO BE COMPLETED	Tub	E DATE: NAME & TIT	Nattel Manager
Payment Action	Amount of Payment	Signature	Name (Type or Print) Date
Recommended Approved	\$10,000.	May taly	Mary Daly 11/29/01
	10.000	Lucan Kleuto	SUSAN ELEMIS 11/30/06

12/19/2006

CENAB-RE-C

Request for Overnight Mail Service

Mr. Brain	Naftal		
RECIPIENT'S NAME		PHONE	NUMBER
Keystone t	lastics		۰
COMPANY NAME		SUITE OR ROOM	NUMBER
1355 Wes	+ Front St	reet	
EXACT ADDRESS **NO P	O. BOXES**		
Plain field	New Jersey STATE	07063	
CITY	STATE		ZIP CODE
			·
POC FOR THIS ACTION IS	(
	Mary Daly	1513 7600 M	

Ref: Dep:

Date: 12/19/2006 Wgt: 0.1 LBS

SHIPPING: SPECIAL: HANDLING: 0.00 TOTAL:

4.41 0.00 0.00 4.41

Sves: PRIORITY OVERNIGHT TRCK: 9015 6919 9451

Track Shipments Detailed Results

Not available for Wireless or non-English characters.



Tracking number Signed for by Ship date Delivery date	5	01569199451 S.WARTMAN Dec 19, 2006 Dec 21, 2006 11:00 Al	Delive Service	nation ered to ce type nt	Recepti	IELD, NJ onist/Front Desk Envelope
Status	C	Delivered		,	•	. ,
		•	•		1 ;	. •
Date/Time	•	Activity	€	Location		Details
Dec 21, 2006	11:00 AM	Delivered		PLAINFIELD, N	J	
	9:10 AM	Departed FedEx locat		NEWARK, NJ		
	8:57 AM	On FedEx vehicle for		EDISON, NJ		
	6:35 AM	At local FedEx facility		EDISON, NJ	. 615	The same constraint
Dec 20, 2006	9:38 AM	Delivery exception		BRANCHBURG	i, NJ	Incorrect address
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DEPARTMENT OF THE ARMY BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS P. O. BOX 1715 BALTIMORE, MD 21203-1715

December 19, 2006

Real Estate Division Special Projects Support Branch

Mr. Brian Naftal Keystone Plastics, Inc. 1355 West Front Street Plainfield, New Jersey 07063

Dear Mr. Naftal:

Enclosed please find U. S. Treasury Check No. 873601408792 in the amount of \$10,000 as full payment for reestablishment expenses in connection with the relocation of Keystone Plastics from the Cornell-Dubilier Superfund Site at 333 Hamilton Boulevard, South Plainfield, New Jersey to 1355 W. Front Street, Plainfield, New Jersey. If you have any questions on the above or on other reimbursement issues regarding your relocation, please don't hesitate to contact Ms. Mary Daly at 410-962-5136.

Sincerely,

Susan K. Lewis
Environmental Program Manager
Real Estate Division

DALY/CENAB-RE-C/5136 MO 12/19/04 LEWIS/CENAB-RE-S

Enclosure

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From: Sent:

Brian Naftal [bnaftal@usa.net]

Thursday, January 04, 2007 10:12 AM

To: Subject: Daly, Mary E NAB02

RE: Did you Receive Check (UNCLASSIFIED)

Dear Mary,

Happy New Year to you as well.

Thank you for all your help with the moving. I did receive everything and I appreciate

Regards,

Brian

----Original Message----

From: Daly, Mary E NAB02 [mailto:Mary.E.Daly@nab02.usace.army.mil]

Sent: Wednesday, January 03, 2007 11:59 AM

To: Brian Naftal

Subject: Did you Receive Check (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

Happy New Year, Brian,

I just want to confirm that you received the reimbursement check for \$10,000.

Thanks,

Mary

Classification: UNCLASSIFIED

Caveats: NONE